## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM522383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TriActive, Inc.		04/30/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Skyvera Solutions, Inc.
Street Address:	401 Congress Avenue
Internal Address:	Suite 2650
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2390542	TRIACTIVE

#### CORRESPONDENCE DATA

Fax Number: 5122874866

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 512-656-7960

Email: brian.spross@jonesspross.com

**Correspondent Name: Brian Spross** 

Address Line 1: 1605 Lakecliff Hills Lane

Address Line 2: Suite 100

Address Line 4: Austin, TEXAS 78732

NAME OF SUBMITTER:	Brian Spross
SIGNATURE:	/Brian Spross/
DATE SIGNED:	05/07/2019

### **Total Attachments: 3**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of April 30, 2019 (the "Assignment"),

is made by and between TriActive, Inc., a Delaware corporation with a principal place of

business at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 ("Assignor"), and Skyvera

Solutions, Inc. a Delaware corporation with a principal place of business at 401 Congress

Avenue, Suite 2650, Austin Texas 78701 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks set forth in

Exhibit A hereto and incorporated by reference herein (the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest

throughout the world in and to the Assigned Marks together with the goodwill of Assignor's

business symbolized by the Assigned Marks and together with the business of Assignor in

connection with which Assignor has used the Mark in interstate commerce, which is ongoing.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency

of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. <u>Assignment</u>. Assignor does hereby transfer, assign, convey and deliver to

Assignee:

a. all of Assignor's right, title and interest throughout the world in and to the

Assigned Marks together with the goodwill of the Assignor's business symbolized

by the Assigned Marks in connection with which Assignor used the Assigned

Marks in interstate commerce, including without limitation all of the rights in

damages for past, present and future infringements of the Assigned Marks.

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing

provided by applicable law of any jurisdiction, by international treaties and

conventions and otherwise throughout the world;

c. any and all royalties, fees, income, payments and other proceeds now or hereafter

due or payable with respect to any and all of the foregoing, except as otherwise

agreed in writing between Assignor and Assignee; and

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- d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such
- 2. <u>Recordation</u>. Assignor authorizes and requests the Commissioner of the USPTO or such other applicable officer of any foreign Trademark Office to record ownership of the applicable registered Trademarks set forth in Exhibit A as the property of Assignee.

damages.

- 3. <u>Further Action</u>. From time to time after the date hereof, and for no further consideration, Assignor and Assignee shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to consummate the transactions contemplated hereby.
- 4. <u>Counterparts</u>. This Assignment may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, the parties hereof have caused this Assignment to be executed as of the date first written above by their respective authorized representatives.

<u>ASSIGNOR</u> :	<u>ASSIGNEE</u> :
TRIACTIVE, INC.	SKYVERA SOLUTIONS, INC.
By:	By: ///.
Name: Andrew S. Price	Name: Andrew S. Price
Title: Chief Financial Officer	Title: Chief Financial Officer

# EXHIBIT A TO TRADEMARK ASSIGNMENT

Mark	Reg. No.	Reg. Date	Jurisdiction
TRIACTIVE	2,390,542	September 26, 2000	United States

Exhibit A to Trademark Assignment between TriActive, Inc. and Skyvera Solutions, Inc.

TRADEMARK

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