

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522394

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KBH INVESTMENTS, LLC d/b/a KBH Business Management Systems		12/13/2018	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Groundworks Software, LLC		
Street Address:	1741 Corporate Landing Pkwy		
City:	Virginia Beach		
State/Country:	VIRGINIA		
Postal Code:	23454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5537131	CONTRACTOR ON THE GO	
Registration Number:	3982075	KBH BIZ WIZ	
Registration Number:	3901498	BASEMENT SYSTEMS BIZ WIZ	
Registration Number:	3901497	BIZ WIZ	
Serial Number:	87569977	CONTRACTOR IN THE OFFICE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<i>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.</i>			
Phone:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	100 North Tryon Street, Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	042493.019		
NAME OF SUBMITTER:	Franklin Emmett Weindruch		
SIGNATURE:	/FEW/		
DATE SIGNED:	05/07/2019		

OP \$140.00 5537131

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment” or “Agreement”) dated as of December 13, 2018, is entered into by and among GROUNDWORKS SOFTWARE, LLC, a Delaware limited liability company (“Assignee”), and KBH INVESTMENTS, LLC, a Virginia limited liability company d/b/a KBH Business Management Systems (“Assignor”).

RECITALS

WHEREAS, Assignor is the owner of the trademarks, service marks, and associated registrations identified on Schedule 1 (collectively, the “Marks”) and the registrant of the domain names identified on Schedule 1 (collectively, the “Domain Names”);

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement by and between Assignor, Assignee, and Jesse P. Waltz, a resident of the Commonwealth of Virginia, dated concurrently herewith (the “APA”), Assignee is purchasing certain assets from Assignor, including but not limited to the Marks and the Domain Names; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept, the assignment of all of Assignor’s right, title and interest in and to the Marks and Domain Names.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein and in the APA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Assignment of Marks.

(a) Assignor hereby irrevocably assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts all of Assignor’s worldwide right, title, and interest in and to the Marks, including: (i) all of the goodwill associated or connected with the use of, and symbolized by, the Marks, (ii) all registrations obtained by Assignor for the Marks, including all extensions and renewals thereof, (iii) the right to file any document to maintain the Marks and any associated registrations, (iv) all common law trademark and trade name rights in the Marks, (v) the right to file applications for registration of the Marks worldwide, and (vi) the right to sue for past, present and future infringement, dilution or other violation of the Marks and collect and retain all damages, settlements and proceeds recovered therefrom; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

(b) Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country, to record Assignee as the owner of the Marks.

Section 2. Assignment of the Domain Names.

(a) Assignor hereby assigns and transfers to Assignee, and Assignee hereby receives, acquires and accepts all of Assignor’s right, title and worldwide interest, in and to the Domain Names, including: (i) all related past, present and future causes of action, whether asserted or not, (ii) the right to enforce the rights to the Domain Names, (iii) the right to all income derived from the Domain Names, including the right to all unpaid royalties with respect to the use of the Domain Names, and (iv) all interests, claims, and rights for damages, profits, and other awards by reason of any past infringement, unauthorized use, misappropriation, or other violation of the Domain Names, unfair competition and/or

deceptive trade practices related to the Domain Names, and all other related causes of action, and the right to sue therefor; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

(b) Assignor agrees to initiate on the date hereof and promptly complete thereafter all steps necessary to transfer the Domain Names from Assignor to Assignee. Assignor further agrees to cooperate fully with the requirements of the respective registrar for the Domain Names and with Assignee to transfer Assignor's ownership and registration for the Domain Names to Assignee.

Section 3. Further Assurances. Assignor hereby agrees to perform such proper and additional acts and execute such additional documents as are reasonable and deemed necessary by Assignee or the governmental agencies or other organizations having jurisdiction over the Marks and Domain Names, at Assignee's reasonable expense, to (a) obtain legal protection of the Marks and Domain Names in the United States or in foreign countries; and (b) give full effect to and perfect the rights of Assignee under this Assignment, including but not limited to executing all documents necessary to register in the name of Assignee the Marks and Domain Names.

Section 4. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies or .pdf, each of which shall be deemed an original.

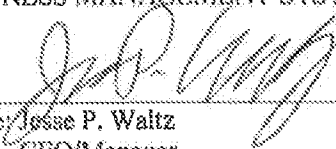
Section 6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Pages on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ASSIGNOR

KBH INVESTMENTS, LLC D/B/A KBH
BUSINESS MANAGEMENT SYSTEMS

By: 
Name: Jesse P. Waltz
Title: CEO/Manager

ASSIGNEE

GROUNDWORKS SOFTWARE, LLC

By: _____
Name: Matthew Malone
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.


ASSIGNOR

KBH INVESTMENTS, LLC D/B/A KBH
BUSINESS MANAGEMENT SYSTEMS

By: _____
Name: Jesse P. Waltz
Title: CEO/Manager

ASSIGNEE

GROUNDWORKS SOFTWARE, LLC

By:  _____
Name: Matthew Malone
Title: Chief Executive Officer

Schedule 1 – Marks and Domain Names

I. Marks

Mark Name	Serial No.	Reg. No.	Status
CONTRACTOR IN THE OFFICE	87569977	N/A	Dead
CONTRACTOR ON THE GO	87569975	5537131	Live
KBH BIZ WIZ	77802110	3982075	Live
BASEMENT SYSTEMS BIZ WIZ	77802125	3901498	Live
BIZ WIZ	77802095	3901497	Live

II. Domain Names

trybizwiz.com
teambizwiz.us
teambizwiz.net
teambizwiz.info
teambizwiz.com
teambizwiz.biz
showwizbybizwiz.com
nationalcontractorcallcenter.com
myhelitrack.com
kbhbusinessmanagementsystems.com
jessewaltz.com
getbizwiz.com
contractoronthego.com
contractorintheoffice.com
contractorinthehome.com
contractorcallcenter.com
contractor-on-the-go.com
contractor-in-the-office.com
contractor-in-the-home.com
bizwizonthego.com