

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522937

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Economics Bureau of America, Inc.		04/01/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Valsoft Corporation Inc.		
Street Address:	7405 TransCanada		
Internal Address:	Suite 100		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H4T 1Z2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2934739	XLDENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7136581818		
Email:	courtney.graves@chamberlainlaw.com		
Correspondent Name:	Aly Z. Dossa		
Address Line 1:	Chamberlain Hrdlicka		
Address Line 2:	1200 smith street, 14th floor		
Address Line 4:	houston, TEXAS 77002		
NAME OF SUBMITTER:	Aly Z. Dossa		
SIGNATURE:	/Aly Z. Dossa/		
DATE SIGNED:	05/09/2019		
Total Attachments: 5			
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Trademark Assignment

ASSIGNMENT OF TRADEMARKS

Effective April 1, 2019, pursuant to that certain Asset Purchase Agreement, effective as of April 1, 2019, by and among Professional Economics Bureau of America, Inc., a Minnesota corporation Minnesota having an address at 279 N. Medina, Loretto, Minnesota, USA, 55357 (“**Assignor**”), Valsoft Corporation Inc., a Quebec corporation Quebec having an address of 7405 TransCanada, Suite 100, Montreal, Quebec, H4T 1Z2 (“**Assignee**”), Valsoft SARS Inc. d/b/a Valsoft XL, a Delaware corporation, **and** Creative Information Systems Inc., a New Hampshire corporation, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignors’ right, title, and interest in and to the following:

- (a) the trademarks (which are registered and unregistered) set forth in **Exhibit A** hereto and all applications, registrations, issuances, extensions, and renewals thereof (collectively, the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (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; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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 damages.

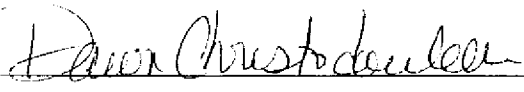
In addition, Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR:

Professional Economics Bureau of America, Inc.

By: 
Dawn Christodoulou, President

ASSIGNEE:

Valsoft Corporation Inc.

By: _____
Ouissam Youssef, President

[Signature page to Assignment of Trademarks Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR:

Professional Economics Bureau of America, Inc.

By: _____

Dawn Christodoulou, President

ASSIGNEE:

Valsoft Corporation Inc

By: _____

Quissam Youssef, President

[Signature page to Assignment of Trademarks Agreement]

Exhibit A

1. Intellectual Property Registrations:

U.S. Trademark, registration number 2934739

2. Domain Names:

Name	Registrar
xldent.com	Network Solutions
xldent.us	Network Solutions
imagexl.info	Network Solutions
xlportal.net	Network Solutions
dentalpracticemanagementsoftware.com	Network Solutions
xlnotify.com	Network Solutions
xlteach.com	Network Solutions
imagexl.com	Network Solutions
xldevelopers.net	Network Solutions
peba.com	Network Solutions

3. Unregistered Trademarks:

- (a) XLTeach
- (b) XLPortal
- (c) XLHold
- (d) XLNotify
- (e) XLCheckIn
- (f) XLChart
- (g) XLCharge

- (h) XLBackup
- (i) ImageXL
- (j) eSolutions
- (k) XLTimeclock
- (l) KPIDashboard