TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1   ETAS ID: TM530754
Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Thrive Metrics, Inc.		06/20/2019	Corporation:

RECEIVING PARTY DATA

Name:	Shopventory, Inc.
Street Address:	8310 South Valley Highway
Internal Address:	Suite 300
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4394834	THRIVE METRICS
Registration Number:	4512638	

CORRESPONDENCE DATA

Fax Number:

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.

Email: paul@nodiplaw.com
Correspondent Name: Neugeboren O'Dowd PC
Address Line 1: 1227 Spruce Street
Address Line 2: Suite 200
Address Line 4: Boulder, COLORADO 80302

ATTORNEY DOCKET NUMBER:	1339.2002
NAME OF SUBMITTER:	Craig Neugeboren
SIGNATURE:	/Craig Neugeboren/
DATE SIGNED:	07/08/2019

Total Attachments: 6
source=Thrive_Metrics_-_Trademark_Assignment_(Recordation)-c1_(1)#page1.tif
source=Thrive_Metrics_-_Trademark_Assignment_(Recordation)-c1_(1)#page2.tif
source=Shopventory,_Inc._-_THRIVE_METRICS_Trademark_Assignment_Agreement_-_6.18.19_(CLEAN)-c3_(1)#page

OP $65.00 4394834

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into, effective as of June __, 2019 (the "Effective Date"), by Thrive Metrics, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor is the owner of the trademarks and/or service marks shown on Attachment A hereto (the "Marks"); and

WHEREAS, Shopventory, Inc., a Delaware corporation ("Assignee"), desires to acquire the Marks, any applications or registrations therefor, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1.   <u>Assignment</u>. Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks, including the goodwill of the business symbolized by the Marks, together with all accrued causes of action for infringement or misappropriation thereof.

2.   <u>Further Assurances</u>. Assignor agrees to execute and deliver at a future date any and all further acts, conveyances, transfers, assignments, instruments and assurances, without compensation, as Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks and the registration therefor or to evidence the full and effective implementation and consummation of the assignment of the Marks and any registrations therefor.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the Effective Date.
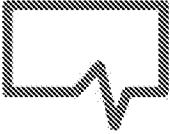
ASSIGNOR:

THRIVE METRICS, INC.

By: _Mark Fasciano_

Mark Fasciano
Executive Chairman

ATTACHMENT A

Registered Marks			
Mark	Goods and/or Services (International Class)	Registration No.	Registration Date
THRIVE METRICS	Design and development of computer software for analyzing and presenting real-time, integrated business management intelligence from various company sources such as emails social media, customer relationship management (CRM), call logs, instant messaging, technical support and project management technologies all in an easy-to-understand user interface for use in developing computer software. (Class 42)	4394834	9/03/2013
	Design and development of computer software for analyzing and presenting real-time, integrated business management intelligence from various company sources such as emails social media, customer relationship management (CRM), call logs, instant messaging, technical support and project management technologies all in an easy-to-understand user interface for use in developing computer software. (Class 42)	4512638	4/8/2014

Common Law Marks	
Mark	Goods and/or Services
	Design and development of computer software for analyzing and presenting real-time, integrated business management intelligence from various company sources such as emails social media, customer relationship management (CRM), call logs, instant messaging, technical support and project management technologies all in an easy-to-understand user interface for use in developing computer software.
	Same as above.

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into, effective as of June 20, 2019 (the "Effective Date") by and between Thrive Metrics, Inc., a Delaware corporation ("Assignor"), Shopventory, Inc., a Delaware corporation ("Assignee"), and solely for the purposes of Sections 2, 3 and 5, Mark Fasciano ("Fasciano").

WHEREAS, Assignor is the owner of the trademarks and/or service marks shown on Attachment A hereto (the "Marks").

WHEREAS, Assignee desires to acquire the Marks, any applications or registrations therefor and the goodwill associated therewith and Assignor desires to assign the same to Assignee pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.   **Assignment.** Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Marks, including the goodwill of the business symbolized by the Marks, together with all accrued causes of action for infringement or misappropriation thereof (the "Assignment"), and Assignee hereby accepts the Assignment. In consideration for the Assignment, Assignee shall pay Assignor $5,000.00 (the "Fees") in accordance with the following: (a) $2,500.00 of the Fees will be paid within two business days following the Effective Date and (b) the remaining $2,500.00 of the Fees will be paid no later than 5 business days following the date Assignee is the party of record on file with the United States Patent and Trademark Office as the rightful owner of the registered Marks (as listed on Schedule A hereto), including the filing of any and all necessary or required documents, agreements, approvals, or assignments with the United States Patent and Trademark Office to effect, perfect or register the Assignment. Assignee shall be responsible for any costs or fees associated with actions contemplated by the foregoing clause (b). Assignee shall pay the Fees in whatever manner reasonably agreed to by Assignor and Assignee.

2.   **Representations and Warranties.** Each of Assignor and Fasciano hereby represent and warrant to Assignee as follows:

(a)   Assignor has the full legal right to enter into this Agreement, and Assignor has not made and will not make any commitments or entered into any other agreements (oral or written) that are in conflict with this Agreement;

(b)   Assignor is the owner of all right, title and interest in the Marks in the United States, free and clear of all liens and encumbrances, and Assignor has the right to assign the Marks to Assignee; and

(c)   the use of the Marks by Assignee in the United States will not violate or infringe any common law or statutory right of any person or entity including, without limitation, any contractual rights or trademark or service mark rights.

3.   **Indemnification; Limitation of Liability.** Each of Assignor and Fasciano acknowledge and agree that Assignee assumes no liability of Assignor or any third party with respect to any activity carried on by Assignor, including goods sold or services provided, while using the

Marks. Each of Fasciano and Assignor shall indemnify, protect and hold harmless Assignee and its trustees, directors, officers, employees, agents, independent contractors, attorneys, subsidiaries, affiliates, and their respective successors and assigns, from and against any and all liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising from third-party claims against Assignee arising out of or in any way connected to any activity carried on by Assignor, including goods sold or services provided, while using the Marks prior to the Effective Date. Assignee shall indemnify, protect and hold harmless Assignor and its trustees, directors, officers, employees, agents, independent contractors, attorneys, subsidiaries, affiliates, and their respective successors and assigns, from and against any and all liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising from third-party claims against Assignor arising out of or in any way connected to any activity carried on by Assignee, including goods sold or services provided, while using the Marks from and after the Effective Date. In no event shall Assignor or Fasciano be liable to Assignee, nor shall Assignee be liable to Assignor or Fasciano, for any special, indirect, consequential, punitive or exemplary damages, including lost profits or business interruption, except to the extent any such damages are compensatory pursuant to a court order or applicable law.

4. **Further Assurances.** Assignor shall promptly execute and deliver any and all further acts, conveyances, transfers, assignments, instruments and assurances, without compensation other than the Fees, as Assignee reasonably determines are required to perfect Assignee's ownership of or title to the Marks and the registration therefor or to evidence the full and effective implementation and consummation of the assignment of the Marks and any registrations therefor.

5. **Miscellaneous.**

(a) No later than 10 business days following the Effective Date, Assignor shall take, and Fasciano shall cause Assignor to take, all such action as may be necessary to dissolve Assignor, and Assignor or Fasciano shall provide sufficient evidence of the same to Assignee. The name chosen by Assignor shall not include any proprietary trade names or legal names confusingly similar to the Marks. Assignor shall promptly provide Assignee with evidence of such name change following the effectiveness thereof. From and after the effective date of such name change, Assignor shall take all such action as may be reasonably necessary, appropriate or advisable to ensure that Assignor is identified only by its new name.

(b) This Agreement supersedes any and all agreements, either oral or written, among the parties with respect to the Assignment and contains all of the agreements among the parties with respect to the Assignment. Any modification of this Agreement will be effective only if it is in writing and signed by all of the parties.

(c) This Agreement will be governed under the laws of Delaware without regard to its conflict of laws principles.

(d) For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties evidenced by this Agreement, each party hereby submits to the exclusive jurisdiction of the State of Colorado and agrees that any such litigation shall be conducted only in the state courts located in Denver County, Colorado, or the federal courts for the District of Colorado.

(e)   In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

(f)   A waiver by a party of any breach or default by another party under this Agreement will not constitute a waiver of any other or subsequent breach or default by such other party, and the failure or delay of a party to enforce any term of this Agreement will not constitute a waiver of such party's rights to subsequently enforce the term.

(g)   This Agreement may be executed by electronic or facsimile signature and in any number of counterparts, each of which may be executed by any one or more of the parties, but all of which constitutes one instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

THRIVE METRICS, INC.

By: _Mark Fasciano_
Mark Fasciano
Executive Chairman

ASSIGNEE:

SHOPVENTORY, INC.

By: _Dave Carlson_
Dave G. Carlson
President & CEO
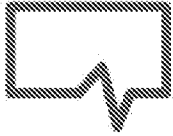
Solely for purposes of Sections 2, 3, and 5:

FASCIANO:
Mark Fasciano
Mark Fasciano

ATTACHMENT A

Registered Marks			
Mark	Goods and/or Services (International Class)	Registration No.	Registration Date
THRIVE METRICS	Design and development of computer software for analyzing and presenting real-time, integrated business management intelligence from various company sources such as emails social media, customer relationship management (CRM), call logs, instant messaging, technical support and project management technologies all in an easy-to-understand user interface for use in developing computer software. (Class 42)	4394834	9/03/2013
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	Design and development of computer software for analyzing and presenting real-time, integrated business management intelligence from various company sources such as emails social media, customer relationship management (CRM), call logs, instant messaging, technical support and project management technologies all in an easy-to-understand user interface for use in developing computer software.
	Same as above.