

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM532356

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SofTech, Inc.		10/14/2016	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SofTech Group Incorporated		
<b>Doing Business As:</b>	EssigPLM		
<b>Street Address:</b>	175 Cabot Street, Suite 400		
<b>City:</b>	Lowell		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01854		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3657546	PRODUCTCENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	4234007099		
<b>Email:</b>	bhumphrey@softechgroupinc.com		
<b>Correspondent Name:</b>	Brian Humphrey		
<b>Address Line 1:</b>	629 Hickory Woods Road		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37934		
<b>NAME OF SUBMITTER:</b>	Brian Humphrey		
<b>SIGNATURE:</b>	/Brian Humphrey/		
<b>DATE SIGNED:</b>	07/17/2019		
<b>Total Attachments: 4</b>			
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OP \$40.00 3657546

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective as of October 14, 2016 by and between SofTech, Inc., a Massachusetts corporation, and having a usual place of business at 650 Suffolk Street, Lowell, MA 01854 ("Assignor"), and SofTech Group Incorporated, a Delaware corporation, and having a usual place of business at 650 Suffolk Street, Lowell, MA 01854 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 24, 2016 (the "Purchase Agreement"), pursuant to which Assignor has agreed to transfer, sell and convey to Assignee substantially all of the properties and assets of Assignor's Product Lifecycle Management business, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey, deliver and transfer unto Assignee Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee in accordance with the terms of this instrument.

Assignor covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in Assignee full right, title, and interest in the Marks.

This Assignment shall be binding upon and inure solely to the benefit of each of the parties hereto and their respective successors and assigns.

This Assignment shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Signature page follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: SOFTECH, INC.  
Name: Joseph P. Mullaney  
Signature: [Signature]  
Title: Chief Executive Officer

NOTARIZATION

On this 14<sup>th</sup> day of October, 2016, before me, the undersigned Notary Public, personally appeared Joseph Mullaney, proved to me through satisfactory evidence of identification, which was/were MA D.V. License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

[Signature]  
Signature of Notary  
My Commission Expires: \_\_\_\_\_



ASSIGNEE: SOFTECH GROUP INCORPORATED  
Name: Joseph P. Daly  
Signature: [Signature]  
Title: Chief Executive Officer

On this 14<sup>th</sup> day of October, 2016, before me, the undersigned Notary Public, personally appeared Joseph P. Daly, proved to me through satisfactory evidence of identification, which was/were Ohio Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

[Signature]  
Signature of Notary

(Seal)

My Commission Expires: [Signature]  
  
DEBORAH A. ISENSEE  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
April 11, 2019

[Signature Page to Trademark Assignment]

**Exhibit A**  
**Marks**

<b>Trademarks and Copyrights</b>						
<b>Name</b>	<b>Country</b>	<b>Classes</b>	<b>First Use</b>	<b>Good and Services</b>	<b>Ser. No.</b>	<b>Renewal Date</b>
ProductCenter	USA	21,23,26,36,38	6/15/1998	Computer Programs and Software for use in managing product development and for modeling and organizing business, engineering and manufacturing projects.	77-648,598	7/21/2019
ProductCenter	European Union	17-May-00		Class 9 - Computer software	1661859	5/17/2020
Class 9: Scientific, electric or electronic apparatus and instruments; apparatus and equipment for recording, transmission or reproduction of data; magnetic or optical data carriers and data media, data processing apparatus; computers and computer systems; computer software; computer files; data transmission networks; and the constituent parts of all these products;						