

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AUCTION123, Inc.		11/01/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	ARI Network Services, Inc.		
Street Address:	10850 West Park Place, Suite 1200		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53224		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4863344	AUCTION123	
Registration Number:	4583528	AUCTION123	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	4142733500		
Email:	sdelsman@gklaw.com		
Correspondent Name:	Shane Delsman; Godfrey & Kahn, S.C.		
Address Line 1:	833 East Michigan Street, Suite 1800		
Address Line 4:	Milwaukee, WISCONSIN 53202-5615		
NAME OF SUBMITTER:	Shane Delsman		
SIGNATURE:	/Shane Delsman/		
DATE SIGNED:	07/23/2019		
Total Attachments: 3			
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THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and shall be effective as of November 1, 2016 (the "Effective Date"), by and among, AUCTION123, Inc., a Florida corporation ("Assignor"), and ARI Network Services, Inc., a Wisconsin corporation located at 10850 West Park Place, Suite 1200, Milwaukee, Wisconsin 53224 ("Assignee").

RECITALS

WHEREAS, Assignor, owns all right, title, and interest in and to the trademarks identified in Exhibit A attached hereto, any associated applications and registrations thereof, any related common law rights, and further including the goodwill associated with the trademarks (collectively, the "Assigned Trademarks"); and

WHEREAS, in connection with that certain Asset Purchase Agreement, made and effective of November 1, 2016 (the "Purchase Agreement"), by and among Assignee, Assignor, Raymond Basha and Herbert Boardman, Assignee shall acquire all of rights throughout the world in and to, along with the right to recover damages and profits for past and future infringements of, the to the Assigned Trademarks.

AGREEMENT

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, assigns and transfers unto Assignee all right, title, and interest in and to the Assigned Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Assigned Trademarks is used and which is symbolized by the Assigned Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Where appropriate, the parties authorize and request the Commissioner of Trademark of the United States Patent and Trademark Office, whose duty it is to register trademark, to record Assignee as the assignee and owner of the Assigned Trademarks.

Assignee and Assignor hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the assignment of the Assigned Trademarks by Assignor to Assignee.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

[Signature page follows.]

TRADEMARK
REEL: 006700 FRAME: 0627

Assignment as of the Effective Date.

"ASSIGNOR":

AUCTION123, Inc.

By: Ray Basla

Name: Ray Basla

Title: President

Date: 7-21-19

"ASSIGNEE":

ARI Network Services, Inc.


By: William Nurthen
DocuSigned by:
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Name: William Nurthen

Title: CFO

Date: 7/22/2019

EXHIBIT A
Assigned Trademark

Trademark	Country	Registration Number	Registration Date	Listed Owner
AUCTION123	U.S.	4,863,344	December 1, 2015	AUCTION123, In
	U.S.	4,583,528	August 12, 2014	AUCTION123, In

[Exhibit A to the Trademark Assignment.]