

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537750

<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>
Link Systems, Inc.		07/24/2019	Corporation: CONNECTICUT
ProCalc, Inc.		07/24/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MRI Software LLC		
<b>Street Address:</b>	28925 Fountain Parkway		
<b>City:</b>	Solon		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44139		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76150877	PROLEASE	
<b>Serial Number:</b>	85857706	PROLEASE PROJECT TRACKING	
<b>Serial Number:</b>	85857680	PROLEASE LEASE ADMINISTRATION	
<b>Serial Number:</b>	85857734	PROLEASE EQUIPMENT LEASE	
<b>Serial Number:</b>	85857756	PROLEASE WORKPLACE	
<b>Serial Number:</b>	85857767	PROLEASE MAINTENANCE	
<b>Serial Number:</b>	85857855	PUNCHPRO	
<b>Serial Number:</b>	74690011	LINK SYSTEMS	
<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>	1 650 859 7021		
<b>Email:</b>	NATHALIE.LOC@KIRKLAND.COM		
<b>Correspondent Name:</b>	NATHALIE LOC		
<b>Address Line 1:</b>	3330 HILLVIEW AVENUE		
<b>Address Line 2:</b>	KIRKLAND & ELLIS, LLP		
<b>Address Line 4:</b>	PALO ALTO, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	11146-30		

CH \$215.00 76150877

<b>NAME OF SUBMITTER:</b>	Nathalie Loc
<b>SIGNATURE:</b>	/NATHALIE LOC/
<b>DATE SIGNED:</b>	08/22/2019
<b>Total Attachments: 14</b> source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page1.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page2.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page3.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page4.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page5.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page6.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page7.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page8.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page9.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page10.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page11.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page12.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page13.tif source=MRI ProLease - IP Assignment Agreement (Executed and Compiled)_(63151431_8) (003)#page14.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of July 24, 2019 (the “Effective Date”), by and between Link Systems, Inc., a Connecticut corporation (“Link Systems”), and ProCalc, Inc. a New York corporation (“Assignor”) and MRI Software LLC, a Delaware limited liability company (“Assignee”).

**WHEREAS**, in connection with that certain Share and Asset Purchase Agreement, dated as of the date hereof, by and among Link Systems, each of the stockholders of Link Systems listed on the signature pages thereto, Assignor, each of the stockholders of Assignor listed on the signature pages thereto, Assignee, and John Unger, solely in his capacity as the representative of the Sellers (the “Purchase Agreement”), Assignor has agreed to assign to Assignee, among other things, the Assigned IP (as defined below).

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Definitions. Capitalized terms used herein (including in the recitals hereto) and not otherwise defined herein shall have the meanings accorded to them in the Purchase Agreement.

“Ancillary IP Rights” means any and all (i) income, royalties, damages and payments due or payable (including damages and payments for past or future infringements, dilution, misappropriations or violations, to the extent not paid or recovered prior to the Effective Date), (ii) rights to sue and recover for past infringements, dilutions, misappropriations or violations and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world.

“Assigned IP” means all Intellectual Property and Intellectual Property Rights related to, used in or held for use in, or developed to be used in the Business, including (i) the copyrights and copyright applications set forth on Exhibit A attached hereto, (ii) the trademark registrations and applications set forth on Exhibit B attached hereto, together with the goodwill associated with and symbolized therewith; (iii) the domain names set forth on Exhibit C attached hereto, together with the goodwill associated with and symbolized therewith; (iv) patents and patent applications set forth on Exhibit D attached hereto, and (v) Company Group Software set forth on Exhibit E attached hereto and all Intellectual Property Rights included therein and other intangible rights associated therewith.

2. Assignment. Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Assigned IP, together with all Ancillary IP Rights, and including without limitation, (a) any reissues, renewals, revisions, divisionals, substitutions, continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and foreign equivalents thereof, (b) all patents that issue from the Assigned IP, (c) all rights therein provided by the laws of the United States or any foreign country, multinational treaties or conventions (including, without limitation, the right to claim priority to the Assigned IP), (d) all rights to apply for, prosecute and obtain patents and industrial design registrations in

respect of any of the inventions to the extent fully supported by the Assigned IP throughout the world, and (e) all other rights in the foregoing.

3. Recordation. Assignor hereby authorizes Assignee to record this Agreement with any relevant Governmental Entity so as to perfect its ownership of the Assigned IP. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer the registration for the Assigned IP to Assignee or its designees as assignee(s) of Assignor's and its Affiliates' (as applicable) entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

4. Binding Effect; Benefit. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the parties hereto and their respective successors and permitted assigns.

5. Purchase Agreement. This Agreement is entered into pursuant to, and is governed by, the Purchase Agreement. Nothing in this Agreement express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of the rights and obligations of the parties to this Agreement.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule, including its statutes of limitations (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws or statutes of limitations of any jurisdiction other than the State of Delaware. Any action, suit or other Proceeding, at law or in equity, arising out of or relating to this Agreement or any agreements or transactions contemplated hereby shall only be brought in any federal court in the State of Delaware or the Court of Chancery of the State of Delaware.

7. Assignor's Representation. Assignor hereby represents and warrants to Assignee that Assignor has not sold, assigned, transferred, conveyed, delivered or otherwise disposed of any right, title or interest in, to or under any of the Assigned IP (including, without limitation, any rights or claims (contingent or otherwise) with respect to any of the foregoing) to, or has entered into any option or other agreement agreeing to do any of the foregoing with, any person or entity other than the Assignee pursuant to this Agreement.

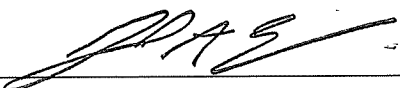
8. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the Parties and their respective successors and permitted assigns.

9. Counterparts. This Agreement may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first-above written.

MRI SOFTWARE LLC

By:  \_\_\_\_\_

Name: John Ensign

Title: President and Chief Legal Officer

**LINK SYSTEMS, INC.**

By: John Unger

Name: John Unger

Title: President

**PROCALC, INC.**

By: \_\_\_\_\_

Name: Alan Bushell

Title: President and Chief Executive Officer

LINK SYSTEMS, INC.

By: \_\_\_\_\_

Name: John Unger

Title: President

PROCALC, INC.

By:  \_\_\_\_\_

Name: Alan Bushell

Title: President and Chief Executive Officer

*Signature Page to Intellectual Property Assignment Agreement*





**Exhibit A**





**Assigned IP - Copyrights and Copyright Applications**



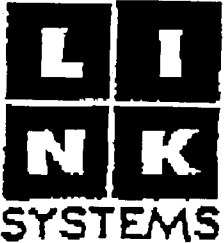
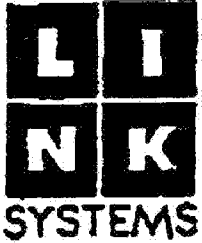
<b>Registrant</b>	<b>Full Title</b>	<b>Copyright Number</b>	<b>Reg. Date</b>
ProCalc, Inc.	Landlord/agency representation lease analysis program, DOS version, version 1.1. : user manual.	TX0003530394	1993-03-25
ProCalc, Inc.	Lease audit/budget analysis program Windows version 1.0 : user manual : must be used with Lotus version 1.1 for Windows.	TX0003541576	1993-04-12
ProCalc, Inc.	ProCalc, Inc., lease audit/budget analysis program : DOS version : user manual.	TX0003522714	1993-03-29
ProCalc, Inc.	ProCalc, Inc. sublease analysis program--DOS version : user manual.	TX0003542948	1993-04-01
ProCalc, Inc.	ProCalc, Inc., sublease analysis program, Windows version : user manual.	TX0003534721	1993-04-12
ProCalc, Inc.	ProCalc landlord/agency representation lease analysis program Windows version : user manual.	TX0003538968	1993-04-12
Link System Inc. & ProCalc, Inc.	ProLease.	TX0006001536	2004-05-28
ProCalc, Inc.	Tenant representation lease analysis program windows version : user manual, version 1.1.	TX0003542831	1993-04-26
ProCalc, Inc.	Tenant representation lease program DOS version, lease year model, version 1.1 : user manual.	TX0003540945	1992-04-14

**Exhibit B**

**Assigned IP - Trademark Registrations and Applications**

<b>Mark</b>	<b>Country</b>	<b>Class</b>	<b>Registrants</b>	<b>Serial No.</b>	<b>Reg. No.</b>
PROLEASE	US	09	Link Systems Inc. & ProCalc	76150877	2,627,401
PROLEASE PROJECT TRACKING	US	42	Link Systems Inc. & ProCalc	85857706	4,604,019
PROLEASE LEASE ADMINISTRATION	US	42	Link Systems Inc. & ProCalc	85857680	4,604,018
PROLEASE EQUIPMENT LEASE	US	42	Link Systems Inc. & ProCalc	85857734	5,181,831
PROLEASE	European Union	9	Link Systems Inc. & ProCalc		11,776,572
PROLEASE WORKPLACE	U.S.	42	Link Systems Inc. & ProCalc	85857756	4513475
PROLEASE MAINTENANCE	U.S.	42	Link Systems Inc.	85857767	4520193
PUNCHPRO	U.S.	09, 42	Link Systems Inc.	85857855	4760698
LINK SYSTEMS and Design 	U.S.	09, 36	LINK SYSTEMS	74690011	1982451
LINK SYSTEMS (SERVICE MARK)	State of Ohio	42	LINK SYSTEMS INC.	SM69277	SM69277
LINK SYSTEMS and Design 	State of Indiana	42	LINK SYSTEMS, INC.	5010-3335	5010-3335
LINK SYSTEMS and Design	State of Indiana	35	LINK SYSTEMS, INC.	5010-3336	5010-3336

					
LINK SYSTEMS (SERVICE MARK)	State of Louisiana	35, 42	LINK SYSTEMS, INC.	531993	531993
LINK SYSTEMS (SERVICE MARK)	State of Kentucky	35	LINK SYSTEMS, INC.	10753	10753
LINK SYSTEMS and Design 	State of Missouri	09, 35	LINK SYSTEMS, INC.	13291	13291
LINK SYSTEMS and Design  One Dock Street Stamford, CT 06902	State of Missouri	09, 35	LINK SYSTEMS, INC.	S13292	S13292
LINK SYSTEMS and Design (SERVICE MARK) 	State of Colorado	42	LINK SYSTEMS INC.	19951084539	19951084539
LINK SYSTEMS	State of Virginia	09	LINK SYSTEMS, INC.	802	802
LINK SYSTEMS (SERVICE MARK)	State of Virginia	42	LINK SYSTEMS, INC.	803	803
LINK SYSTEMS (SERVICE MARK)	State of Georgia	36	LINK SYSTEM, INC.	S-14718	S-14718
LINK SYSTEMS	State of Georgia	09, 36	LINK SYSTEMS, INC.	T-14719	T-14719
LINK SYSTEMS	State of	42	LINK SYSTEMS	13591	13591

(SERVICE MARK)	Kansas			INC.		
LINK SYSTEMS	State of Kansas	16		LINK SYSTEMS INC.	13592	13592
LINK SYSTEMS (SERVICE MARK)	State of Illinois	09, 36		LINK SYSTEMS INC.	076613	076613
LINK SYSTEMS	State of Illinois	09, 36		LINK SYSTEMS INC.	076614	076614
LINK SYSTEMS and Design 	State of Massachusetts	35		LINK SYSTEMS INC.	49062	49062
LINK SYSTEMS and Design 	State of Massachusetts	35		LINK SYSTEMS INC.	49063	49063
LINK SYSTEMS (SERVICE MARK)	State of Texas	35, 42		LINK SYSTEMS, INC.	5206117	5206117
LINK SYSTEMS (SERVICE MARK)	State of Texas	09, 35		LINK SYSTEMS, INC.	5206217	5206217
PROLEASE	Canada	09		Link Systems Inc. & ProCalc	1623775	—
LINK SYSTEMS and DESIGN 	Canada	09, 36		LINK SYSTEMS	815356	TMA494773
LINK SYSTEMS and Design 	European Union	09, 36		LINK SYSTEMS	218602	218602
LINK SYSTEMS and Design	State of Minnesota	16		LINK SYSTEMS INC	21075	21075

LINK SYSTEMS and Design	State of Minnesota	42	LINK SYSTEMS INC	21076	21076
LINK SYSTEMS and Design	State of Minnesota	09	LINK SYSTEMS INC	21077	21077
LINK SYSTEMS	State of Pennsylvania	42	LINK SYSTEMS INC.	2644496	2644496

**Exhibit C**

**Assigned IP - Domain Names**

<b>Domain Name</b>	<b>Expiration Date</b>	<b>Registrant Organization</b>
www.procalc.com	2024-08-18	PROCALC, INC
www.proleaseweb.com	2023-07-29	LINK SYSTEMS
www.proleassoftware.info	2020-04-08	<b>MASKEDError! Bookmark not defined.</b>
www.proleassoftware.com	2022-01-09	LINK SYSTEMS
www.prolease.com	2023-09-09	LINK SYSTEMS
www.linkworkplace3.com	2021-03-16	LINK SYSTEMS
www.linkworkplace2.com	2021-03-16	LINK SYSTEMS
www.linkworkplace1.com	2021-03-16	LINK SYSTEMS
www.linksystems.com	2022-09-20	LINK SYSTEMS
www.leaseadmin.org	2020-04-04	PROCALC, INC

**Exhibit D**

**Assigned IP - Patents and Patent Applications**

None.

**Exhibit E**

**Assigned IP - Company Group Software**

All right, title and interest held by ProCalc in each of the following:

1. [www.procalc.com](http://www.procalc.com)
2. [www.proleaseweb.com](http://www.proleaseweb.com)
3. [www.proleasesoftware.com](http://www.proleasesoftware.com)
4. [www.prolease.com](http://www.prolease.com)
5. ProLease Software including Real Estate, Equipment, Lease Accounting, Project, Workplace and Maintenance modules.
6. ProCalc Lease Analysis Software.