

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM538977

<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>
THE RSMART GROUP, INC.		11/30/2018	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRANSACT COMMUNICATIONS, LLC		
<b>Street Address:</b>	5105 200th Street SW		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Lynnwood		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4409691	RSMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4046856929		
<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>	4048153564		
<b>Email:</b>	mbedsole@sgrlaw.com, docketing@sgrlaw.com		
<b>Correspondent Name:</b>	Matthew P. Warezak, Smith Gambrell		
<b>Address Line 1:</b>	1230 Peachtree Street, N.E.		
<b>Address Line 2:</b>	Suite 3100-Promenade		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Matthew P. Warezak		
<b>SIGNATURE:</b>	/MPW/		
<b>DATE SIGNED:</b>	08/28/2019		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “IP Assignment”) is made and entered into as of November 30, 2018, between **THE RSMART GROUP, INC.**, an Arizona corporation (“Assignor”), and **TRANSACT COMMUNICATIONS, LLC**, a Delaware limited liability company (“Assignee”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of November 30, 2018, among Seller, Buyer, and William Huntington Reeves (the “Purchase Agreement”).

**WHEREAS**, pursuant to the Purchase Agreement, among other things, Assignee has agreed to purchase and assume from Assignor substantially all of the assets and certain specified liabilities of the Business, subject to the terms and conditions set forth in the Purchase Agreement; and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor desires to effectuate the sale, assignment, conveyance, transfer, and delivery to Assignee of all of Assignor’s Intellectual Property Assets, including without limitation the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and Assignee desires to accept such transfer and assignment of the IP Rights, subject to the terms and conditions set forth in the Purchase Agreement and in this IP Assignment.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment**. Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations, or reservations, all of Assignor’s right, title, and interest in and to the IP Rights, including without limitation (a) the trademark registrations and applications set forth in Exhibit A attached hereto, (b) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (c) all associated goodwill, (d) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (e) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the IP Rights from Assignor.

2. **Domain Name and Social Networking Transfers**. The parties acknowledge that in order to effect the assignment and transfer of registration of any domain names and social networking identifiers listed on Exhibit A, the parties must follow certain procedures stipulated by the relevant registrar or website operator (the “Transfer Procedures”). If any further documents or agreements are required to be executed by the parties to carry out the Transfer Procedures, such documents or agreements shall form a part of this IP Assignment. The parties agree to reasonably cooperate with each other and to promptly take all necessary actions in order to comply with the Transfer Procedures so as to effect the transactions contemplated in this IP

Assignment, including Assignor directing any domain name registrar to release and unlock any domain names and, upon notice from the registrar that such domain names have been unlocked, immediately requesting that the domain names be transferred to Assignee. In the event that it is not possible to transfer ownership of certain social networking identifiers, then the parties will work together to accomplish an informal, unofficial transfer, such as Assignor providing Assignee with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any social networking identifiers, then Assignor shall, upon receipt of a request from Assignee, use reasonable best efforts to delete the social networking identifier(s) at issue. In the event that Assignor is unable to delete any of the social networking identifiers requested by Assignee using reasonable best efforts, Assignor agrees to permanently cease the use of such social networking identifiers, and Assignor agrees that it will not, at any time, except upon the express prior written consent of Assignee, access any social media or other system using such social networking identifiers or otherwise make use of such social networking identifiers.

3. **Terms of IP Assignment.** This IP Assignment and the documents to be delivered hereunder, together with the Purchase Agreement (including, without limitation, the schedules and exhibits thereto), constitute the sole and entire agreement of the parties to this IP Assignment with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This IP Assignment is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference. Nothing contained in this IP Assignment shall be deemed to supersede, modify, limit, extend, expand, diminish, add to, create, amend, or in any way affect any of the rights, obligations, agreements, covenants, representations or warranties of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Further Assurances.** Assignor covenants and agrees to execute and to deliver, at the request of Assignee, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request from time to time to more effectively consummate the transfers and assignments contemplated by this IP Assignment, and to take such other action as Assignee may reasonably request of Assignor from time to time, to perfect or record the right or title of Assignee to the IP Rights transferred hereby.

5. **Survival.** Notwithstanding anything herein to the contrary, the terms and conditions of the Purchase Agreement shall survive the execution and delivery of this IP Assignment.

6. **Severability.** If any term or provision of this IP Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this IP Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

8. **Third-Party Beneficiaries.** This IP Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

9. **Amendment and Modification.** This IP Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

10. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to any choice or conflict of law provision or rule.

11. **Submission to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby shall be instituted exclusively in either the courts of the State of Georgia, located in the city of Atlanta, Georgia, and each party irrevocably submits to the exclusive jurisdictions of such courts in any such suit, action or proceeding.

12. **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this IP Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity, subject always to the limitations on liability contained in the Purchase Agreement.


13. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, this IP Assignment has been duly executed and delivered by an authorized officer of each of the Assignor and the Assignee as of the date first written above.

**ASSIGNOR:**

**THE RSMART GROUP, INC.**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

**TRANSACT COMMUNICATIONS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by an authorized officer of each of the Assignor and the Assignee as of the date first written above.


ASSIGNOR:

THE RSMART GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

TRANSACT COMMUNICATIONS, LLC

By:   
Name: Alex Jarzebowicz  
Title: Chief Executive Officer

**EXHIBIT A**

**Patent Registrations and Applications**

None.

**Copyright Registrations and Applications**

None.

**Trademark Registrations and Applications**

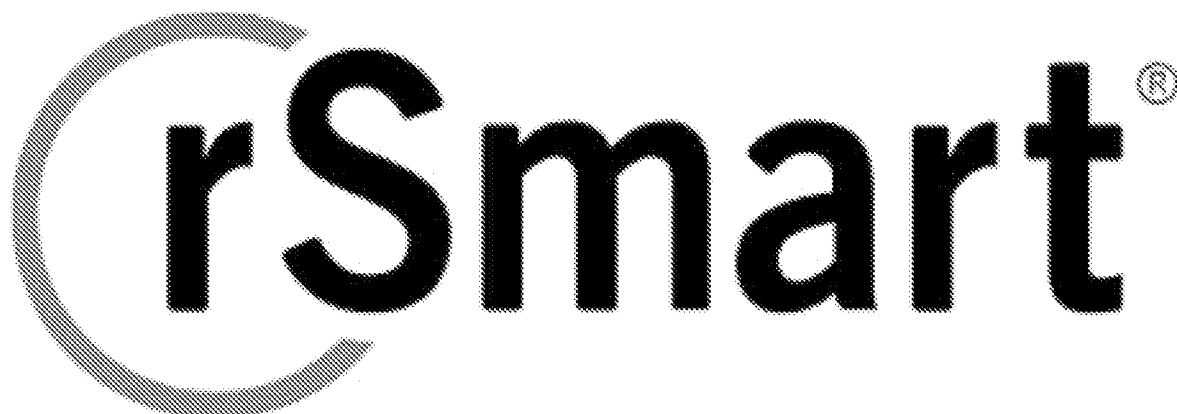
<b>Mark</b>	<b>Registrant</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Description of Mark</b>
RSMART	rSmart, Inc.*  *(should be listed as The rSmart Group, Inc.)	85686799  <u>Original Filing Date:</u> July 25, 2012	4409691  <u>Registration Date:</u> October 1, 2013	Computer services, namely, providing a web site featuring news and information about software development and implementation services for higher education institutions; Computer software development for educational computer software and associated open source computer software for higher education institutions; Application service provider featuring educational computer software for learning management systems and enterprise resource planning; software as a service (SAAS) services featuring software for academic and professional instruction and training in the fields of learning management systems and enterprise resource planning.

**Trade Names**

- rSmart
- OneCampus
- CampusConfirm
- CampusClassifieds



Logos



Domain Names

Domain Name	Registrar	Status of Domain Name
onecampus.com	Amazon Registrar, Inc.	Expires on April 2, 2020
rsmart.com	Amazon Registrar, Inc.	Expires on July 24, 2021
my1gov.com	Amazon Registrar, Inc.	Expires on May 10, 2019
mygovportal.com	Amazon Registrar, Inc.	Expires on May 10, 2019
rsmartgov.com	Amazon Registrar, Inc.	Expires on May 10, 2019
myonegov.com	Amazon Registrar, Inc.	Expires on May 10, 2019
onecampus.ca	Go Daddy Domains	Expires on December 16, 2018

	Canada, Inc.	
rsverify.net	Amazon Registrar, Inc.	Expires on June 8, 2019
rsverify.org	Amazon Registrar, Inc.	Expires on June 8, 2019
rsverify.com	Amazon Registrar, Inc.	Expires on June 8, 2019
getrsmart.com	Amazon Registrar, Inc.	Expires on June 8, 2019
myrsmart.com	Amazon Registrar, Inc.	Expires on June 8, 2019
rsmart.info	Gandi SAS	Expires on June 8, 2019
rsclassifieds.org	Amazon Registrar, Inc.	Expires on June 8, 2019
rclassifieds.com	Amazon Registrar, Inc.	Expires on June 8, 2019
rclassifieds.net	Amazon Registrar, Inc.	Expires on June 8, 2019
classifieds.school	Gandi SAS	Expires on June 8, 2019
campusconfirm.com	Amazon Registrar, Inc.	Expires on September 1, 2019
mailer.rsmart.com	N/A	Sub-domain name of "rsmart.com"

### Social Media

Social Media	Link
Twitter	<a href="https://twitter.com/rsmart?lang=en">https://twitter.com/rsmart?lang=en</a>
LinkedIn	<a href="https://www.linkedin.com/company/rsmart/">https://www.linkedin.com/company/rsmart/</a>
Facebook	<a href="https://www.facebook.com/rsmart.team/?ref=br_rs">https://www.facebook.com/rsmart.team/?ref=br_rs</a>

### Software Platforms

- OneCampus platform
- CampusConfirm platform
- CampusClassifieds platform