

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Provenio Technology, LLC		09/20/2019	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Procession Software LLC		
Street Address:	25 Hanover Street		
Internal Address:	Building B, Suite 300		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5316557	PROVENIO	
Registration Number:	5316558	PROCESSION	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kbharadwaj@daypitney.com		
Correspondent Name:	Kritika Bharadwaj		
Address Line 1:	605 Third Ave		
Address Line 2:	Day Pitney, LLP, 31st Floor		
Address Line 4:	New York, NEW YORK 10158		
ATTORNEY DOCKET NUMBER:	793158000010		
NAME OF SUBMITTER:	Kritika Bharadwaj		
SIGNATURE:	/Kritika Bharadwaj/		
DATE SIGNED:	09/24/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”), dated as of September 20, 2019, is by and between Provenio Technology, LLC, a Georgia limited liability company (“**Seller**”), and Procession Software LLC, a Delaware limited liability company (“**Buyer**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, Buyer and the Seller, among others, are parties to that certain Asset Purchase Agreement, dated as of September 20, 2019 (the “**Purchase Agreement**”) pursuant to which, among other things, the Seller agreed to assign to Buyer, and Buyer agreed to accept from Seller, all of Seller's right, title, and interest in and to the Trademarks listed in Schedule A hereto (the “**Trademarks**”).

NOW, THEREFORE, in consideration of the mutual covenants set forth below, and of other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Trademarks.** Seller hereby irrevocably assigns, transfers, and conveys to Buyer all of the Seller's right, title and interest in and to the Trademarks including, without limitation, all applications, registrations, issuances, divisionals, extensions, renewals, and all statutory, common law or international rights relating to the Trademarks, including the right to sue and recover damages for past infringement(s), together with the goodwill of the business related to the Trademarks.

2. **Relationship to Purchase Agreement.** This Trademark Assignment is intended to evidence the consummation of certain of the transactions contemplated by the Purchase Agreement. This Trademark Assignment is made without representation, warranty, covenant, agreement, or indemnity, except as provided in or by the Purchase Agreement, and none of Buyer nor the Seller makes or provides any additional representations, warranties, covenants, agreements, or indemnities in this Trademark Assignment. The terms of the Purchase Agreement, including, without limitation, the Seller's and Buyer's representations, warranties, covenants, agreements, and indemnities contained therein, are incorporated herein by reference. In the event that any provision of this Trademark Assignment is construed to conflict with a provision in the Purchase Agreement, the provision in the Purchase Agreement shall be deemed to be controlling.

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

4. **Further Assurances.** The Seller hereby covenants and agrees that it will, at the request of Buyer and without further consideration, execute and deliver such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to more effectively transfer, convey, assign and deliver to, and vest in, Buyer, its successors and permitted assigns, good, clear and marketable title to the Trademarks, and to put

Buyer in actual possession and operating control thereof, and to carry out the purpose and intent of the Purchase Agreement.

5. **Governing Law.** The validity, interpretation, construction and performance of this Trademark Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware without regard to its internal conflict of law principles.

6. **Counterparts.** This Trademark Assignment may be executed in multiple counterparts (including electronically or by facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

SELLER:

PROVENIO TECHNOLOGY, LLC

By: DocuSigned by:
David Padgett
808F8ED7AC414D5...
Name: David Padgett
Title: Manager

BUYER:

PROCESSION SOFTWARE LLC

By: DocuSigned by:
Thomas Jackson
2EC3E31B1B294E9...
Name: Thomas Jackson
Title: Manager

[Signature Page to Trademark Assignment]

SCHEDULE A

TRADEMARKS

1. PROCESSION, USPTO Registration No. 5,316,558, Registered October 24, 2017
2. PROVENIO (Design), USPTO Registration No. 5,316,557, Registered October 24, 2017