

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545372

<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>
Midrange Performance Group, Inc.		09/17/2018	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Help/Systems, LLC		
<b>Street Address:</b>	6455 City West Parkway		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<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>	86506916	VMON NAVIGATOR	
<b>Serial Number:</b>	85286981	MPG	
<b>Serial Number:</b>	85280320	MIDRANGE PERFORMANCE GROUP	
<b>Serial Number:</b>	85258527	NAVIGATOR FAMILY	
<b>Serial Number:</b>	78442738	POWER NAVIGATOR	
<b>Serial Number:</b>	78435780	PERFNAV	
<b>Serial Number:</b>	76467925	WHAT IF	
<b>Serial Number:</b>	76079787	PERFORMANCE NAVIGATOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	6124927717		
<b>Email:</b>	mhill@fredlaw.com		
<b>Correspondent Name:</b>	Michelle Hill		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 2:</b>	Suite 4000		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	51940.29		

OP \$215.00 86506916

<b>NAME OF SUBMITTER:</b>	Michelle Hill
<b>SIGNATURE:</b>	/Michelle Hill/
<b>DATE SIGNED:</b>	10/16/2019
<b>Total Attachments: 7</b> source=IP Assignment Agreement (HelpSystems-MPG)#page1.tif source=IP Assignment Agreement (HelpSystems-MPG)#page2.tif source=IP Assignment Agreement (HelpSystems-MPG)#page3.tif source=IP Assignment Agreement (HelpSystems-MPG)#page4.tif source=IP Assignment Agreement (HelpSystems-MPG)#page5.tif source=IP Assignment Agreement (HelpSystems-MPG)#page6.tif source=IP Assignment Agreement (HelpSystems-MPG)#page7.tif	

## **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”) is dated as of August 17, 2018, by and among Help/Systems, LLC, a Delaware limited liability company (“Buyer”), and Midrange Performance Group, Inc., a Colorado corporation (“Seller”). Buyer, Seller, and each of William (Randy) Watson and Joseph Camilli, are parties to that certain Asset Purchase Agreement dated of even date herewith (the “Purchase Agreement”). All capitalized terms not otherwise defined in this IP Assignment will have their respective meanings set forth in the Purchase Agreement.

### **RECITALS:**

WHEREAS, pursuant to the Purchase Agreement, Seller desires to effectuate the sale, assignment, conveyance, transfer, and delivery to Buyer of all of Seller’s Intellectual Property, including, without limitation, the Intellectual Property listed on Exhibit A attached hereto (the “IP Rights”), and Buyer 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.

### **AGREEMENTS:**

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably sells, conveys, assigns, transfers, and delivers to Buyer and its successors and assigns forever, without any restrictions, limitations, or reservations, all of Seller’s right, title, and interest in and to the IP Rights, as fully and entirely as the same would have been held and enjoyed by Seller had this IP Assignment not been made, including (a) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (b) all associated goodwill, (c) all income, royalties, or payments now or hereafter due or payable with respect thereto, and (d) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that the Seller have 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 Buyer does hereby accept assignment of the IP Rights from Seller.

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 cooperate fully 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 Seller 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 Buyer. 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 Seller providing Buyer with appropriate user names and passwords. If it is impossible to complete a transfer, formally or informally, of any social networking identifiers, then Seller shall take all reasonable necessary steps as requested by Buyer to delete the social networking identifier(s) at issue. In the event that Seller is unable to delete any of the social networking identifiers requested by Buyer, Seller agrees to permanently cease the use of such social networking identifiers, and Seller agrees that it will not, at any time, except upon the express prior written consent of Buyer, 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. Seller and Buyer hereby agree and acknowledge that this IP Assignment is being entered into pursuant to and subject to the terms and conditions set forth in the Purchase Agreement and does not create any additional representations or warranties or alter or amend any of the representations or warranties contained in the Purchase Agreement, nor shall this IP Assignment impair or diminish any of the rights or obligations of the parties to the Purchase Agreement, as set forth therein. In the event of any inconsistency between this IP Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Recordation. This IP Assignment has been executed and delivered by Seller with the intention of recording the assignment herein, as applicable, with the U.S. Patent and Trademark Office and any other similar Government Entities throughout the world, and Buyer shall have the right to record this IP Assignment with any applicable Government Entity so as to perfect its ownership of the IP Rights.

5. Further Assurances. Seller covenants and agrees, at its own expense, to execute and to deliver, at the request of Buyer, such further instruments of transfer and assignment and to take such other action as Buyer 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 Buyer may reasonably request of Seller from time to time, to perfect or record the right or title of Buyer to the IP Rights transferred hereby.

6. 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.

7. Binding Effect. This IP Assignment shall be binding upon and shall inure to the benefit of Buyer, Seller, and each of their respective successors and permitted assigns.

8. Governing Law; Forum; Waiver of Jury Trial. This IP Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Any judicial proceeding brought with respect to this IP Assignment must be brought in any court of competent jurisdiction in the State of Delaware, and, by execution and delivery of this IP Assignment, each party (a) accepts, generally and unconditionally, the exclusive jurisdiction of such courts and any related appellate court, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this IP Assignment, and (b) irrevocably waives any objection it may now or hereafter have as to the

venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum. Each party waives the right to a jury trial with respect to any dispute related to this IP Assignment.


9. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or signed documents delivered by email or other electronic means shall be deemed to be original signed documents for all purposes hereunder.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date and year first above written.

**BUYER:**

**HELP/SYSTEMS, LLC**

By:   
Name: Chris Heim  
Title: Chief Executive Officer

**SELLER:**

**MIDRANGE PERFORMANCE GROUP, INC.**

By: \_\_\_\_\_  
Name: William (Randy) Watson  
Title: President

*[Signature Page to IP Assignment]*

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the date and year first above written.

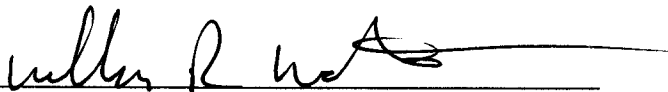
**BUYER:**

**HELP/SYSTEMS, LLC**

By: \_\_\_\_\_  
Name: Chris Heim  
Title: Chief Executive Officer

**SELLER:**

**MIDRANGE PERFORMANCE GROUP, INC.**

By:  \_\_\_\_\_  
Name: William (Randy) Watson  
Title: President

*[Signature Page to IP Assignment]*

**Exhibit A**

All Intellectual Property owned by or used by Seller, including without limitation the following, but excluding any Intellectual Property identified as Excluded Assets:

All software related to MPG Performance Navigator, Power Navigator, Navigator Maximum, Power Navigator Calculator, Vmon Navigator. This includes both a Windows component and host component for IBM i, AIX, Linux, VIOS, Solaris, HPUX. Software related to the support of ATS Galileo service. Software related to the support of Help/Systems VCPP. Software related to the support of Kantion Autotech service. Miscellaneous software developed in support of running the business, including Domino databases, backup software, etc.

**TRADEMARKS:**

<b>Trademark</b>	<b>App./Reg. No.</b>	<b>App/Reg. Date</b>	<b>Jurisdiction</b>
VMON NAVIGATOR	<b>App</b> 86506916 <b>Reg</b> 4795067	<b>App</b> 19-JAN-2015 <b>Reg</b> 18-AUG-2015	US
MPG	<b>App</b> 85286981 <b>Reg</b> 4104538	<b>App</b> 05-APR-2011 <b>Reg</b> 28-FEB-2012	US
MIDRANGE PERFORMANCE GROUP	<b>App</b> 85280320 <b>Reg</b> 4104514	<b>App</b> 29-MAR-2011 <b>Reg</b> 28-FEB-2012	US
NAVIGATOR FAMILY	<b>App</b> 85258527 <b>Reg</b> 4044393	<b>App</b> 04-MAR-2011 <b>Reg</b> 25-OCT-2011	US
POWER NAVIGATOR	<b>App</b> 78442738 <b>Reg</b> 2976245	<b>App</b> 29-JUN-2004 <b>Reg</b> 26-JUL-2005	US
PERFNAV	<b>App</b> 78435780 <b>Reg</b> 2983363	<b>App</b> 15-JUN-2004 <b>Reg</b> 09-AUG-2005	US
WHAT IF	<b>App</b> 76467925 <b>Reg</b> 2975100	<b>App</b> 18-NOV-2002 <b>Reg</b> 26-JUL-2005	US
PERFORMANCE NAVIGATOR	<b>App</b> 76079787 <b>Reg</b> 2590588	<b>App</b> 28-JUN-2000 <b>Reg</b> 09-JUL-2002	US
PERFORMANCE NAVIGATOR	<b>App</b> 2020451 <b>Reg</b> 2020451	<b>App</b> 27-DEC-2000 <b>Reg</b> 06-SEP-2006	EU
PERFORMANCE NAVIGATOR	<b>App</b> 877366 <b>Reg</b> 877366	<b>App</b> 30-MAY-2001 <b>Reg</b> 30-MAY-2001	Australia
PERFORMANCE NAVIGATOR	<b>App</b> 642947 <b>Reg</b> 642947	<b>App</b> 06-AUG-2001 <b>Reg</b> 14-FEB-2002	New Zealand
POWER ANALYTICS	<b>App</b> 85259140	<b>App</b> 06-MAR-2011	US



NAVIGATOR FAMILY	App 77479982	App 21-MAY-2008	US
POWERNAV	App 78442740 Reg 2987565	App 29-JUN-2004 Reg 23-AUG-2005	US
MIDRANGE PERFORMANCE GROUP	App 76429680 Reg 2736301	App 09-JUL-2002 Reg 15-JUL-2003	US
MPG	App 76429681 Reg 2831347	App 09-JUL-2002 Reg 13-APR-2004	US
HISTORIAN	App 74150497	App 25-MAR-1991	US
MPG	App 74150498 Reg 1708904	App 25-MAR-1991 Reg 18-AUG-1992	US

**COPYRIGHTS:**

Title	Reg. No.	Reg. Date.
IBM officevision to Lotus Notes migration tools for AS/400.	TX0005215820	10/30/2000
IBM Officevision to Lotus notes migration tools for AS/400 : 5697-FO8, version 2.2.0.	TX0005225640	06/09/2000
IBM Officevision to Lotus notes migration tools for AS/400 : version 2, release 3, modification 0.	TX0005792713	09/16/2003
Performance navigator.	TX0005281276	08/07/2000

1.

**DOMAIN NAMES:**

Domain Name	Status	Registrar	Expiration Date
MPGINC.COM	Registered	Network Solutions, LLC	04/22/2020
MPGINC.NET			

**SOCIAL MEDIA:**

Social Media	Link
Facebook	<a href="https://www.facebook.com/MidrangePerformanceGroup/">https://www.facebook.com/MidrangePerformanceGroup/</a>
Google+	<a href="https://plus.google.com/+Mpginc">https://plus.google.com/+Mpginc</a>
LinkedIn	<a href="https://www.linkedin.com/company/midrange-performance-group/">https://www.linkedin.com/company/midrange-performance-group/</a>
YouTube	<a href="https://www.youtube.com/user/MPGNav">https://www.youtube.com/user/MPGNav</a>
Twitter	<a href="https://twitter.com/MPGNav">https://twitter.com/MPGNav</a>
iTunes Store	<a href="http://www.itunes.com/apps/midrangeperformancegroupinc">http://www.itunes.com/apps/midrangeperformancegroupinc</a>