

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Intac International, LLC		10/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DWI, Inc.		
Street Address:	514 Market Loop Road		
Internal Address:	Suite 111		
City:	West Dundee		
State/Country:	ILLINOIS		
Postal Code:	60118		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3910603	JETTRA	
Registration Number:	3910602	WINTAC	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013133-0013		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	11/06/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made as of October 25, 2017, by **Intac International, LLC**, a Delaware limited liability (“**Assignor**”). All capitalized terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor owns the trademarks and service marks listed on Schedule A attached hereto (the “**Trademarks**”) that are registered or are the subject of a pending application in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and among Assignor, **DWI, Inc.**, a Massachusetts corporation (“**Assignee**”), and certain other parties thereto, Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Trademarks, to Assignee and the acquisition of copyrights and other rights to software developed by the Assignor upon which digital disc the trademark is displayed as well in advertisement literature marking the software; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Trademarks and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Assignor agrees to take such further commercially reasonable action and to execute such additional documents as may be reasonably necessary to perfect or confirm Assignee’s title in and to the Trademarks.

3. Assignor hereby requests the Commissioner of Patents and Trademarks (the “**Commissioner**”) to record this Trademark Assignment to Assignee and to issue any Certificates of Registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

4. Assignor, by its execution of this Trademark Assignment, and Assignee, by its acceptance of this Trademark Assignment, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the

Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated by the Purchase Agreement.

5. This Trademark Assignment is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Purchase Agreement and in the event of any conflict or other inconsistency between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall govern and be the controlling document.

6. This Trademark Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware without reference to the choice-of-law or conflict-of-laws principles thereof.

7. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment.

8. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision.

9. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

INTAC INTERNATIONAL, LLC

By: *Kyle Stanbro*
Name: Kyle Stanbro
Title: Chief Financial Officer

State of Massachusetts)
)
County of Middlesex)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 4 of November, 2019.



Ashley Layton
Notary Public _____

My commission expires: March 27, 2026

Acknowledged and accepted:

DWI, Inc.

By: *Jennifer Davis*
Name: Jennifer Davis
Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

SCHEDULE A
TO
TRADEMARK/SERVICEMARK ASSIGNMENT

Trademark/Service mark	Registration No.	Serial No.	Date of Registration
Jettra	3910603	85041508	1/25/2011
Wintac	3910602	85041471	1/25/2011