## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM549247

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	ame Formerly		Entity Type	
DWI, LLC	LLC		Limited Liability Company: DELAWARE	

#### **RECEIVING PARTY DATA**

Name:	Davisware, LLC	
Street Address:	514 Market Loop Road	
Internal Address:	Suite 111	
City:	West Dundee	
State/Country:	ILLINOIS	
Postal Code:	60118	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Registration Number:	3910603	JETTRA	
Registration Number:	3910602	WINTAC	

#### **CORRESPONDENCE DATA**

Fax Number: 6172484000

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.

Phone: 617-248-5000

Email: tmadmin@choate.com

Daniel L. Scales **Correspondent Name:** 

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 I. scales/
DATE SIGNED:	11/13/2019

### **Total Attachments: 4**

source=Davisware\_Saratoga - Trademark Assignment Agreement - DWI to Davisware#page1.tif source=Davisware Saratoga - Trademark Assignment Agreement - DWI to Davisware#page2.tif

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of September 6, 2019, by DWI, LLC ("Assignor").

WHEREAS, Assignor owns the trademarks listed on <u>Schedule A</u> attached hereto (the "*Marks*") that are registered or are the subject of a pending application in the United States Patent and Trademark Office;

WHEREAS, Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to Davisware, LLC a Delaware limited liability company ("Assignee"); and

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

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

- 1. 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 Marks and the registrations and applications for registration, together with the goodwill of the business connected with and symbolized by the Marks 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 Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.
- 2. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect or confirm Assignee's title in and to the Marks.
- 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 to Assignee, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.
- 4. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment. 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.
- 5. This Trademark Assignment may be executed in counterparts (including by means of .pdf and facsimile), each of which shall be deemed an

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original, and all of which taken together shall constitute 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.

DWI, LLC

Name: Jennyer Davis

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Title: Chief Executive Officer

Acknowledged and accepted:

Davisware, LLC

By: Norman Januar Davi

Title: Chief Executive Officer

[Signature Page to the USPTO Trademark Assignment Agreement]

## SCHEDULE A

# TRADEMARK ASSIGNMENT

Country	Mark	Reg. No.	Reg. Date	Classes
United States	Jettra	3,910,603	1/25/11	9
United States	Wintac	3,910,602	1/25/11	9

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TRADEMARK REEL: 006795 FRAME: 0134

RECORDED: 11/13/2019