

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549487

<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 Marlin Company		11/13/2019	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Marlin Software, LLC		
<b>Street Address:</b>	10 Research Rkwy #4		
<b>City:</b>	Wallingford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06492		
<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>Registration Number:</b>	1690147	WORTH THINKING ABOUT	
<b>Registration Number:</b>	1784094	DIRECT LINE	
<b>Registration Number:</b>	1151026	ICN	
<b>Registration Number:</b>	1220881	CENTER OF ATTENTION	
<b>Registration Number:</b>	1302023	PRIDE PERSONAL RESPONSIBILITY IN DAILY E	
<b>Registration Number:</b>	1480757	DIRECT LINE	
<b>Registration Number:</b>	1781386	LINEA DIRECTA	
<b>Registration Number:</b>	2249439	WORKSPACE MOTIVATORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027393001		
<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>	202.739.5085		
<b>Email:</b>	kiran.jassal@morganlewis.com, antonio.teixeira@morganlewis.com		
<b>Correspondent Name:</b>	Kiran Jassal		
<b>Address Line 1:</b>	1111 Pennsylvania Avenue, NW		
<b>Address Line 2:</b>	Attention: TMSU		
<b>Address Line 4:</b>	Washington, D.C. 20004-2541		
<b>NAME OF SUBMITTER:</b>	Kiran Jassal		
<b>SIGNATURE:</b>	/Kiran Jassal/		

CH \$215.00 1690147

**DATE SIGNED:**

11/14/2019

**Total Attachments: 11**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (together with the schedule(s) attached hereto, this “IP Assignment”) is dated as of November 13, 2019 (the “Effective Date”) by and between The Marlin Company, a Connecticut corporation (“Assignor”), Marlin Software, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 13, 2019 (the “Purchase Agreement”), Assignor agreed to, among other things, assign, transfer, convey, and deliver to Assignee, all of Assignor’s right, title, and interest in, to and under all of the Business Intellectual Property owned or purported to be owned by Assignor, including those items of registered Intellectual Property set forth on Schedule A to this IP Assignment (collectively, “Assigned IP”).

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. All capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.
2. Assignor hereby assigns, transfers, conveys, and delivers to Assignee and its successors and assigns, and Assignee hereby acquires and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned IP, together with any and all of the goodwill associated with the Assigned IP. The foregoing assignment of the Assigned IP includes (a) all rights to file for and maintain registrations for the Assigned IP; (b) all rights of action accrued, accruing and to accrue under and by virtue of the Assigned IP; and (c) all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith.
3. This IP Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment by facsimile, email or other electronic transfer shall be effective as delivery of a manually executed counterpart to this IP Assignment.

[Signature page follows]


IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

**The Marlin Company**

**Marlin Software, LLC**

By:   
Name: Frank Kenna III  
Title: Chief Executive Officer

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

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the Effective Date.

**ASSIGNOR:**

**ASSIGNEE:**

**The Marlin Company**

**Marlin Software, LLC**

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

By: \_\_\_\_\_  
Name:  
Title: *JOFCATE*  
*Chief Financial Officer*

## Schedule A

### Registered Trademarks

Grantor	Jurisdiction	Reg. No.	Reg. Date	Filing Date	Registered Owner	Mark	Status
U.S. PTO	U.S.	1690147	06/02/1992	05/15/1991	The Marlin Company	WORTH THINKING ABOUT	Registered and Renewed
U.S. PTO	U.S.	1784094	07/27/1993	09/02/1992	The Marlin Company	DIRECT LINE & Design	Registered and Renewed
U.S. PTO	U.S.	1151026	04/14/1981	07/09/1979	The Marlin Company	ICN (Stylized)	Cancelled (03/11/2016)
U.S. PTO	U.S.	1220881	12/21/1982	04/26/1982	The Marlin Company	CENTER OF ATTENTION (Stylized)	Cancelled (9/27/2003)
U.S. PTO	U.S.	1302023	10/23/1984	01/24/1983	The Marlin Company	PRIDE PERSONAL RESPONSIBILITY IN DAILY EFFORT	Cancelled (07/30/2005)
U.S. PTO	U.S.	1480757	03/15/1988	04/25/1986	The Marlin Company	DIRECT LINE & Design	Cancelled (12/20/2008)
U.S. PTO	U.S.	1781386	07/13/1993	09/10/1992	The Marlin Company	LINEA DIRECTA & Design	Cancelled (02/05/2016)
U.S. PTO	U.S.	2249439	06/01/1999	03/19/1998	The Marlin Company	WORKSPACE MOTIVATORS	Cancelled (03/04/2006)















