

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM551659

|   |  |                       |                         |
|---|--|-----------------------|-------------------------|
| <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>      |
| Accela, Inc.  |  | 12/01/2019            | Corporation: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                         |
| <b>Name:</b>  | Springbrook Holding Company, LLC                   |                       |                         |
| <b>Street Address:</b>  | 1000 SW Broadway, Suite 1900                       |                       |                         |
| <b>City:</b>  | Portland   |                       |                         |
| <b>State/Country:</b>   | OREGON   |                       |                         |
| <b>Postal Code:</b>   | 97205  |                       |                         |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                         |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                         |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 5686517  | CIVICPAY              |                         |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                         |
| <b>Fax Number:</b>  |  |                       |                         |
| <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>   | 8013374500   |                       |                         |
| <b>Email:</b>   | nwells@legendslaw.com                              |                       |                         |
| <b>Correspondent Name:</b>  | Nicholas D. Wells                                  |                       |                         |
| <b>Address Line 1:</b>  | 330 Main St.                                       |                       |                         |
| <b>Address Line 4:</b>  | Kaysville, UTAH 84037                              |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Nicholas D. Wells                                  |                       |                         |
| <b>SIGNATURE:</b>   | /Nicholas Wells/                                   |                       |                         |
| <b>DATE SIGNED:</b>   | 12/03/2019   |                       |                         |
| <b>Total Attachments: 1</b>   |  |                       |                         |
| source=191203 CIVICPAY Assignment-Executed#page1.tif  |  |                       |                         |

OP \$40.00 5686517

**TRADEMARK ASSIGNMENT**

This Assignment ("Assignment") is made effective as of December 1, 2019 from Accela, Inc., a California corporation having a place of business at 2633 Camino Ramon, Suite 500, San Ramon, California 94583 ("ASSIGNOR"), to Springbrook Holding Company, LLC, a Delaware limited liability company having a place of business at 1000 SW Broadway, Suite 1900, Portland, Oregon 97205 ("ASSIGNEE"):

WHEREAS, ASSIGNOR is the owner of U.S. Trademark Registration Number 5686517, filed February 11, 2016 and registered in the United States on February 26, 2019, for CIVICPAY in International Classes 09 and 42 (the "Mark");

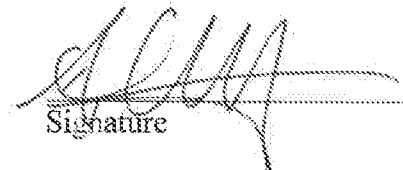
WHEREAS, ASSIGNOR desires to convey, transfer, and assign to ASSIGNEE all of its right, title, and interest in and to the Mark, and ASSIGNEE is willing to accept such conveyance, transfer and assignment;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby conveys, transfers, and assigns to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the Mark, together with the common law rights and goodwill of the business relating to the Mark and all rights to sue for past, present and future infringements or misappropriations of the Mark or any common law trademark rights related thereto.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

IN WITNESS WHEREOF, ASSIGNOR has duly executed this Assignment, effective as of the date first above written.

Accela, Inc., ASSIGNOR

  
Signature

Aaron Hennessey, CLO  
Print Name and Title

**TRADEMARK**