

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551683

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kaverisoft, Inc.		12/03/2019	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	DispatchTrack, LLC
Street Address:	4300 Stevens Creek Blvd. #130
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95129
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4340796	DISPATCHTRACK

CORRESPONDENCE DATA

Fax Number: 6502334545
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: 650-233-4758
Email: patricia.cotton@pillsburylaw.com
Correspondent Name: Patricia L. Cotton
Address Line 1: P.O. Box 10500
Address Line 4: McLean, VIRGINIA 22102-8500

NAME OF SUBMITTER:	Patricia L. Cotton
SIGNATURE:	/Patricia L. Cotton/
DATE SIGNED:	12/03/2019

Total Attachments: 3

source=Executed Trademark Assignment of DISPATCHTRACK to DispatchTrack LLC#page1.tif
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Agreement"), effective as of the "Effective Date" (as defined below), is entered into by and between Kaverisoft, Inc., a California corporation, located at 12148 Miller Avenue, Saratoga, CA 95070 ("Assignor") and DispatchTrack, LLC, a Delaware limited liability company, located at 4300 Stevens Creek Blvd., #130, San Jose, CA 95129 ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party" and collective as the "Parties."

WHEREAS Assignor, as of January 1, 2017, was the owner of the following trademark (the "Mark") and the following U.S. trademark registration therefor (the "Registration"):

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
DispatchTrack	4340796	May 28, 2013

WHEREAS Assignee acquired ownership of the Mark and Registration pursuant to the Class B Contribution Agreement, effective January 1, 2017 (the "Effective Date"), relating to its acquisition of the business and all intellectual property associated therewith (the "Contribution Agreement") but has not recorded the assignment of the Registration with the U.S. Patent and Trademark Office (the "USPTO") and wishes to obtain a confirmatory and further assignment of all right, title and interest in and to the Mark and Registration in part in order to facilitate recordation of the assignment of the Registration with the USPTO ;

NOW, THEREFORE, in accordance with the Contribution Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used but not defined in this Agreement shall have the meanings ascribed thereto in the Contribution Agreement.

2. Assignment. Assignor hereby confirms that it has, as of the Effective Date, assigned, transferred, conveyed and delivered and does hereby assign, transfer, convey and deliver to Assignee, and its successors and assigns, irrevocably and exclusively throughout the world, all of Assignor's right, title and interest in and to the Mark and the Registration, including all goodwill associated therewith any symbolized thereby, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Mark and the Registration, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Mark and Registration, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Mark and Registration. The Mark and the Registration are being assigned as part of the entire business or portion thereof to which the Mark and the Registration pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

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3. Recordation. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the USPTO to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Mark and the Registration and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

4. Further Assurances. Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee or its successors and assigns to effect, register or maintain the Mark and the Registration.

5. Successors and Assigns. No Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section.

6. Specific Performance. The parties hereto agree that irreparable damage could occur to Assignee if any provision of this Agreement were not performed by Assignor in accordance with the terms hereof and that Assignee shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions of this Agreement in addition to any other remedy to which it is entitled to at law or in equity, in each case without the requirement of posting any bond or other type of security.

7. Terms of the Contribution Agreement. Each of Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Contribution Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Agreement and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

8. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in two or more counterparts, and by the different parties 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.

9. Titles and Headings. Titles and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

10. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of California (excluding any rule of law that would cause the application of the laws of any jurisdiction other than the laws of the State of California). All disputes and litigation regarding this Agreement and matters connected with its performance will be subject to the exclusive jurisdiction of the federal courts in California, if such

court has personal and subject matter jurisdiction of the litigation, or if not, the courts of the State of California. Each party to this Agreement consents and submits to the exclusive jurisdiction of such courts in connection with any such legal proceeding

11. Amendments; Waiver. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that such transactions be consummated as originally contemplated to the fullest extent possible.

13. Entire Agreement. This Agreement, including the Schedules and Exhibits attached hereto, together with the Contribution Agreement, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment on this 3rd day of December, 2019.

Assignor

Kaverisoft, Inc.

By: _____

Satish Natarajan, CEO

Assignee

DispatchTrack, LLC

By: _____

Satish Natarajan, CEO