

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555637

| | | | |
|---|--|--|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Daxko Holding LLC | | 12/31/2019 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Daxko Acquisition Corporation | | |
| Street Address: | 651 N Broad Street, Suite 206 | | |
| City: | Middletown | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19709 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4216788 | ALL TOGETHER, BETTER | |
| Registration Number: | 4216787 | SOFTWARE THAT MAKES A DIFFERENCE. PEOPLE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6152524707 | | |
| <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: | 6152523586 | | |
| Email: | alynn@bradley.com | | |
| Correspondent Name: | Alexandra C. Lynn | | |
| Address Line 1: | 1600 Division Street, Suite 700 | | |
| Address Line 4: | Nashville, TENNESSEE 37203 | | |
| NAME OF SUBMITTER: | Alexandra C. Lynn | | |
| SIGNATURE: | /Alexandra C. Lynn/ | | |
| DATE SIGNED: | 01/02/2020 | | |
| Total Attachments: 3 | | | |
| source=Trademark Assignment - Daxko Holding to Daxko Acquisition Corp#page1.tif | | | |
| source=Trademark Assignment - Daxko Holding to Daxko Acquisition Corp#page2.tif | | | |
| source=Trademark Assignment - Daxko Holding to Daxko Acquisition Corp#page3.tif | | | |

OP \$65.00 4216788

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of December 31, 2019, at 8:00 p.m., Eastern time, is made by and between Daxko Holding LLC, a Delaware limited liability company (“Assignor”), and Daxko Acquisition Corporation, a Delaware corporation (“Assignee”).

WHEREAS, Assignor owns all rights to the trademark registrations identified in **Exhibit A** (collectively, the “Marks”); and

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire all of Assignor’s right, title, and interest in and to the Marks, and all variants thereof, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized thereby, including, but not limited to:

(a) all rights of any kind whatsoever of Assignor in and to the Marks, along with any and all rights accruing under any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any necessary and proper documents, and the delivery of any files, registrations, or other similar items that are in the possession of Assignor, to facilitate the transfer and recordation of the Marks into the name of Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. The laws of the State of Alabama, without giving effect to principles of conflicts of laws, govern all matters arising under this Assignment.

[signatures on next page]

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

ASSIGNOR: Daxko Holding LLC

By: Winston H. Gillum, Jr.

Name: Winston Gillum

Title: CFO & Secretary

ASSIGNEE: Daxko Acquisition Corporation

By: Winston H. Gillum, Jr.

Name: Winston Gillum

Title: CFO & Secretary

EXHIBIT A

| TRADEMARK | SERIAL NO. | REGISTRATION NO. | REGISTRATION DATE |
|--|-------------------|-------------------------|--------------------------|
| ALL TOGETHER, BETTER | 85/486,041 | 4,216,788 | Oct. 02, 2012 |
| SOFTWARE THAT MAKES A DIFFERENCE. PEOPLE WHO MAKE IT BETTER. | 85/486,036 | 4,216,787 | Oct. 02, 2012 |