

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bellefield Systems, LLC		12/18/2019	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Aderant North America, Inc.		
Street Address:	500 Northridge Road		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30350		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4774408	ITIMEKEEP	
CORRESPONDENCE DATA			
Fax Number:	9415562672		
<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:	941-556-2654		
Email:	ip@ropertech.com		
Correspondent Name:	Roper Technologies, Inc.		
Address Line 1:	6901 Professional Parkway East		
Address Line 2:	Suite 200		
Address Line 4:	Sarasota, FLORIDA 34240		
ATTORNEY DOCKET NUMBER:	ITIMEKEEP (Aderant)		
NAME OF SUBMITTER:	Deborah Fernandez		
SIGNATURE:	/df/		
DATE SIGNED:	01/10/2020		
Total Attachments: 6			
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PATENT, TRADEMARK, COPYRIGHT, DOMAIN NAME,

CONFIDENTIAL AND TRADE SECRET INFORMATION

ASSIGNMENT AGREEMENT

THIS PATENT, TRADEMARK, COPYRIGHT, DOMAIN NAME, AND COFIDENTIAL AND TRADE SECRET INFORMATION ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of December 18, 2019, by and among Bellefield Systems, LLC, a Pennsylvania limited liability company (the "Seller"), and Aderant North America, Inc., a Florida corporation ("Assignee").

WHEREAS, Seller owns the patents, patent applications and invention disclosures identified on Schedule A to this Assignment (collectively, the "Patents");

WHEREAS, Seller owns the trademarks, trademark registrations and trademark applications identified on Schedule B to this Assignment, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing (collectively, the "Trademarks");

WHEREAS, Seller owns and has registered or caused to have registered the Internet domain names identified on Schedule C hereto (collectively, the "Domain Names") and are the current record owner of the registrations for the Domain Names;

WHEREAS, Seller owns and has registered or caused to have registered the copyrights identified on Schedule D hereto (collectively, the "Copyrights") and are the current record owner of the registrations for the Copyrights; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof, by and among Seller and Assignee (the "Purchase Agreement"), Seller has agreed to assign certain intellectual property, including the Patents, the Trademarks, the Copyrights, the Confidential and Trade Secret Information, and the Domain Names, to Assignee.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Patent Assignment. Seller assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest throughout the world in and to the Patents, including any provisional rights therein, (ii) all of Seller's right, title, and interest in and to the improvements and inventions disclosed in the Patents throughout the world, (iii) all of Seller's right, title, and interest in and to any U.S. or foreign

application or applications corresponding to the Patents or claiming the improvements and inventions disclosed in the Patents, in whole or in part, (iv) all of Seller's right, title, and interest in and to any and all divisions, reexaminations, reissues, substitutions, continuations, continuations-in-part, and reissues and extensions of the Patents, including without limitation the right to file applications and to obtain patents, utility models, industrial models, and designs for the improvements and inventions disclosed in the Patents in Assignee's own name throughout the world and all rights of priority under the terms of any applicable conventions, treaties, statutes, or regulations, (v) all of Seller's rights to publish cautionary notices reserving ownership of the improvements and inventions disclosed in the Patents, (vi) all of Seller's rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringements or misappropriation of the Patents, in perpetuity (or for the longest period of time otherwise permitted by law) and (vii) any and all of Seller's rights to income, royalties, and payments now or hereafter due or payable with respect to the Patents, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. Trademark Assignment. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest in and to the Trademarks and their goodwill, including the common law trademarks, trade names, business names, corporate names, website names, Internet addresses, email addresses, social networking profiles, trademark registrations and trademark registration applications therefor and all common law rights and rights in foreign jurisdictions therein, trade dress and logos, telephone and fax numbers, including mobile business telephone numbers, together with the goodwill of the business symbolized thereby, (ii) all of Seller's rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, (iii) all of Seller's right to sue for and seek damages and remedies against past, present, and future infringements or dilution of any or all of the Trademarks, and (iv) any and all of Seller's right to income, royalties, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

3. Domain Names Assignment. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, all of Seller's right, title, and interest in and to the Domain Names, including the registrations and registration applications therefor and agrees to cooperate in any manner necessary to effect the transfer of the aforesaid domain names to Assignee, including executing any necessary documents and/or unlocking the Domain Names, as may be necessary to complete the transfer of ownership to Assignee.

4. Copyright Assignment. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest in and to

the Copyrights, copyright registrations and applications for copyright registration, and (ii) all of Seller's rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringements or misappropriation of the Copyrights, in perpetuity (or for the longest period of time otherwise permitted by law) and (iii) any and all of Seller's rights to income, royalties, and payments now or hereafter due or payable with respect to the Copyrights, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

5. Confidential Information and Trade Secrets Assignment. Seller hereby assigns, transfers, and conveys to Assignee, its successors, assigns, and legal representatives, free and clear of all liens, claims, security interests, and other encumbrances, (i) all of Seller's right, title, and interest in and to all patterns, plans, business methodologies, customer lists, supplier lists, distributor lists, data and databases, research and development work, licenses and sublicenses, franchises, technology, software including source code and object code, blue prints, schematics, flow charts, equipment and parts lists and descriptions thereof and related instructions, manuals, records and procedures (collectively, "Confidential Information and Trade Secrets") and (ii) all of Seller's rights to sue for and recover damages and profits, due or accrued, and other remedies in respect of any and all past, present, and future infringements or misappropriation of the Confidential Information and Trade Secrets, in perpetuity (or for the longest period of time otherwise permitted by law) and (iii) any and all of Seller's rights to income, royalties, and payments now or hereafter due or payable with respect to the Confidential Information and Trade Secrets, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

6. Cooperation. Seller further agrees and covenants that it will execute or arrange for execution of such further assignment documents or other legal instruments and take other action as may be necessary or required from Seller, if any, to permit Assignee to obtain recordation as needed of any documents relating to the foregoing assignments from Seller to Assignee, including but not limited to country-specific or patent or registration-specific assignment documents relating to any of the items identified in Schedule A, Schedule B, Schedule C, or Schedule D.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

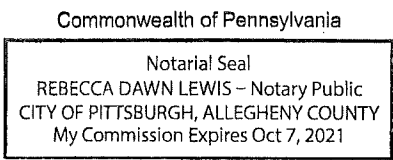
BELLEFIELD SYSTEMS, LLC

By: *Gabriela Isturiz*
Name: Gabriela Isturiz
Title: President and CEO

STATE OF Pennsylvania
COUNTY OF Allegheny

On this 18th day of December, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gabriela Isturiz, known by me to be the person above named and an officer of and executed the foregoing instrument on behalf of Bellefield Systems, LLC.

Notary Public: *Rebecca A. Lewis*
My Commission Expires: 10/7/21



[Signature page to Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

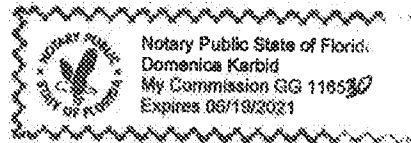
ADERANT NORTH AMERICA, INC.

By: [Signature]
Name: John K. Stipanovich
Title: Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 17 day of DECEMBER, 2019, before me, a Notary Public in and for the State and County aforesaid, personally appeared JOHN K. STIPANOVICH, known by me to be the person above named and an officer of and executed the foregoing instrument on behalf of Aderant North America, Inc.

Notary Public: Domenica Kerbid
My Commission Expires: 06/19/2021



[Signature page to Assignment Agreement]

SCHEDULE B

Trademarks

No.	Trademark	Jurisdiction	App. No.	Reg. No.	App. Date	Reg. Date
1.	ITIMEKEEP	U.S.	86175111	4774408	Jan 24, 2014	Jul 14, 2015
2.	OCG LIVE	Unregistered				
3.	ITIMEKEEP THRIVE	Unregistered				
4.	BELLEFIELD	Unregistered				