

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM557775

<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>
Blue Bird Technologies LLC		01/15/2020	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xceedance Inc.		
<b>Street Address:</b>	325 Donald Lynch Boulevard		
<b>City:</b>	Marlborough		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01752		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3043754	ALLWRITE	
<b>Registration Number:</b>	3147151	BLUE COD TECHNOLOGIES, INC.	
<b>Registration Number:</b>	3043753	ALLONE	
<b>Registration Number:</b>	3033638	ALLGENDA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9144687608		
<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>	9144677600		
<b>Email:</b>	bmhand@nordlicht-hand.com		
<b>Correspondent Name:</b>	Brian M. Hand		
<b>Address Line 1:</b>	800 Westchester Avenue		
<b>Address Line 2:</b>	c/o Nordlicht & Hand		
<b>Address Line 4:</b>	Rye Brook, NEW YORK 10573		
<b>NAME OF SUBMITTER:</b>	Brian M. Hand		
<b>SIGNATURE:</b>	/Brian M. Hand/		
<b>DATE SIGNED:</b>	01/16/2020		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

Trademark Assignment dated as of January 15, 2020 by Bluebird Technologies LLC d/b/a Activer Solutions, a Florida limited liability company, in favor of Xceedance Inc., a Delaware corporation ("Assignee").

### Recitals

**WHEREAS**, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the United States trademark registrations listed in Appendix A attached hereto, including any common law trademark rights therefor (the "Marks"); and

**WHEREAS**, Assignor and Assignee have entered into an Asset Purchase Agreement dated December 9, 2019 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith.

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the effective date of this Assignment or thereafter, including all claims for damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

This Assignment is deemed to be executed and delivered within the Commonwealth of Massachusetts, and it is the intention of the parties that it shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts without regard to its conflicts of law principles.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and the pending application for registration.

[SIGNATURES ON FOLLOWING PAGE]

*(Signature page to Trademark Assignment)*

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of January 15, 2020.

**BLUEBIRD TECHNOLOGIES LLC  
D/B/A ACTIVER SOLUTIONS**

By:



Jeffrey Glazer  
Chief Executive Officer

APPENDIX A

Trademark	Registration Number	Registration Date
ALLGENDA	3033638	December 27, 2005
ALLWRITE	3043754	January 17, 2006
ALLONE	3043753	January 17, 2006
BLUE COD TECHNOLOGIES	3147151	September 26, 2006