

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558832

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUORUM BUSINESS SOLUTIONS (U.S.A.), INC.		12/31/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	Quorum Business Solutions, Inc.		
Street Address:	811 MAIN STREET		
Internal Address:	SUITE 2000		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4524756	PYCIT	
Registration Number:	4414441	FLOW-CAL	
Registration Number:	4414439	FLOWCAL	
Registration Number:	4130548	CALCIT FLOW AND QUALITY CALCULATOR	
Registration Number:	3973402	PROVEIT LIQUID METER CALIBRATION	
Registration Number:	3875855	FLOWCAL ENTERPRISE	
Registration Number:	3831103	TESTIT EQUIPMENT CALIBRATION & SCHEDULIN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128628738		
Email:	michelle.nowicki@kirkland.com		
Correspondent Name:	Michelle Nowicki		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	45778-3-MLN		

CH \$190.00 4524756

NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	01/24/2020
Total Attachments: 11 source=IP Assignment Agreement (12.31.19)#page1.tif source=IP Assignment Agreement (12.31.19)#page2.tif source=IP Assignment Agreement (12.31.19)#page3.tif source=IP Assignment Agreement (12.31.19)#page4.tif source=IP Assignment Agreement (12.31.19)#page5.tif source=IP Assignment Agreement (12.31.19)#page6.tif source=IP Assignment Agreement (12.31.19)#page7.tif source=IP Assignment Agreement (12.31.19)#page8.tif source=IP Assignment Agreement (12.31.19)#page9.tif source=IP Assignment Agreement (12.31.19)#page10.tif source=IP Assignment Agreement (12.31.19)#page11.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of December 31, 2019 (the “Effective Date”) by and between Quorum Business Solutions (U.S.A.), Inc. (the “Assignor”), and Quorum Business Solutions, Inc. (“Assignee”) (individually a “Party” and collectively the “Parties”).

WHEREAS, Assignor desires to convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire, the Assigned IP (as defined below).

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

“Assigned IP” means any and all of Assignor’s intellectual property or proprietary rights of every kind and description anywhere in the world, including, without limitation, the following (i) patents, patent applications, patent disclosures, invention disclosures and inventions (whether or not patentable and whether or not reduced to practice) and any reissue, continuation, continuation-in-part, division, revision, extension or reexamination thereof, (ii) Internet domain names, trademarks, service marks, trade dress, trade names, logos, slogans, company names, trade names, corporate names and all other indicia of origin (and all translations, adaptations, derivations and combinations of the foregoing), and registrations, applications for registration and renewals thereof, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works, and registrations, applications for registration and renewals thereof, (iv) Software (in both source code and object code form) and documentation thereof, and (vi) trade secrets, know-how and any other confidential or proprietary information. 2. Assignment. Assignor hereby irrevocably conveys, assigns, transfers and delivers to Assignee Assignor’s entire right, title, and interest in and to the Assigned IP, including as set forth on Schedules A (Trademark Registrations and Applications), B (Copyright Registrations), C (Internet Domain Names), D (Unregistered Trademarks), and E (Software) attached hereto, together with all goodwill associated therewith and all income, royalties, damages and payments due or payable with respect thereto as of the Effective Date or thereafter (including damages and payments for past, present or future infringements, misappropriations, dilutions, or other violations thereof), the right to sue and recover for past infringements, misappropriations, dilutions, or other violations thereof as of the Effective Date, and any and all corresponding rights that, now or hereafter, may be secured throughout the world. Assignor hereby irrevocably waives any “moral rights”, “author’s special rights” or other rights with respect to attribution of authorship or integrity in relation to the Assigned IP.

3. Further Assurances. From time to time after the Effective Date, and for no further consideration, Assignor shall execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may be requested by Assignee to more effectively sell, assign, convey, deliver or transfer to or vest in Assignee, all Assigned IP, and to confirm and evidence such sale, assignment, conveyance, transfer or delivery. Assignor, upon Assignee’s request, shall take all further actions, and provide Assignee all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all affidavits, declarations, oaths, powers of attorney and other documentation), to more fully effectuate the purposes of this Agreement, including, but not limited to, assisting Assignee in preserving or perfecting its rights in the Assigned IP and the filing of applications for the registration of any intellectual property rights in the Assigned IP. Should Assignee opt to take action against any actual or suspected infringers, diluters, or other violators of any of the Assigned IP, upon Assignee’s request, Assignor shall join Assignee as a necessary party in any such

action (or proceeding related thereto) and to provide Assignee all cooperation in connection therewith including, but not limited to, by offering testimony and providing specimens of use.

4. Counterparts; Successors. This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages), each of which shall be deemed to be an original, but all of which shall be one and the same document. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts (including by means of telecopied signature pages), each of which shall be deemed an original, but all of which shall constitute one and the same document. This Agreement and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by either Party without the prior written consent of the other Party hereto.. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any person, other than the Parties hereto and such permitted assigns, any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

5. Governing Law. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THIS AGREEMENT AND THE SCHEDULES ATTACHED HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

[Signature Page Follows.]

IN WITNESS WHEREOF and, intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

**QUORUM BUSINESS SOLUTIONS (U.S.A.),
INC.**



Name: Eugene Austin
Title: President & Chief Executive Officer

ASSIGNEE:






QUORUM BUSINESS SOLUTIONS, INC.

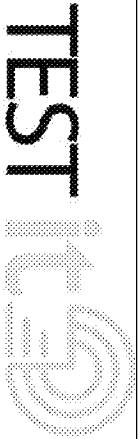


Name: Eugene Austin
Title: President & Chief Executive Officer

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration date	Application No.	Application Date	Owner Entity
	4,524,756	5/6/2014	86/004,423	7/6/2013	Quorum Business Solutions (U.S.A.), Inc.
	4,414,441	10/8/2013	85/864,356	3/1/2013	Quorum Business Solutions (U.S.A.), Inc.
FLOWCAL	4,414,439	10/8/2013	85/864,342	3/1/2013	Quorum Business Solutions (U.S.A.), Inc.
	4,130,548	4/24/2012	85/233,145	2/3/2011	Quorum Business Solutions (U.S.A.), Inc.
	3,973,402	6/7/2011	85/126,182	9/9/2010	Quorum Business Solutions (U.S.A.), Inc.
	3,875,855	11/16/2010	77/883,326	12/1/2009	Quorum Business Solutions (U.S.A.), Inc.

Mark	Registration No.	Registration date	Application No.	Application Date	Owner Entity
 TEST Equipment Calibration & Scheduling	3,831,103	8/10/2010	77/890,650	12/10/2009	Quorum Business Solutions (U.S.A.), Inc.

SCHEDULE B

COPYRIGHT REGISTRATIONS

Work	Registration No.	Registration Date	Owner Entity
GPA 2172-09	TX0007986759	2014	Quorum Business Solutions (U.S.A.), Inc.
AGA-3 1992.	TX0007971959	2014	Quorum Business Solutions (U.S.A.), Inc.
AGA-7 2006.	TX0008076848	2014	Quorum Business Solutions (U.S.A.), Inc.
AGA-8 1992.	TX0007986735	2014	Quorum Business Solutions (U.S.A.), Inc.
CALCit.	TX0007126180	2009	Quorum Business Solutions (U.S.A.), Inc.
FLOWCAL ENTERPRISE.	TX0007492715	2009	Quorum Business

			Solutions (U.S.A.), Inc.
IGT B8 1955.	TX0007986762	2014	Quorum Business Solutions (U.S.A.), Inc.
PROVEit.	TX0007492709	2009	Quorum Business Solutions (U.S.A.), Inc.
PYCit.	TXu001674729	2009	Quorum Business Solutions (U.S.A.), Inc.
TESTit.	TX0007492706	2009	Quorum Business Solutions (U.S.A.), Inc.
Oil & gas information system: OGIS.	TX0001379016	1983	Quorum Business Solutions (U.S.A.), Inc.
			Tony L. Sinclair

SCHEDULE C

INTERNET DOMAIN NAME REGISTRATIONS

Domain Name	Registrant Organization
flowcal.com	Quorum Business Solutions (U.S.A.), Inc.
flow-cal.com	Quorum Business Solutions (U.S.A.), Inc.
flow-cal.net	Quorum Business Solutions (U.S.A.), Inc.
flow-cal.org	Quorum Business Solutions (U.S.A.), Inc.
flowcalusersgroup.com	Quorum Business Solutions (U.S.A.), Inc.

pycit.com

Quorum
Business
Solutions
(U.S.A.), Inc.

SCHEDULE D

UNREGISTERED TRADEMARKS

1. FLOWCAL
2. FLOWCAL Enterprise
3. FLOWCAL Client/Server
4. TESTit
5. PROVEit
6. PYCit
7. CALCit
8. FLOWcloud
9. FcDataBoss
10. Flow-Cal Univeristy
11. Calculations Web Service
12. FLOWCAL Desktop
13. FLOWCAL Lite
14. Application Management Portal
15. ANALYZEit
16. FLOWcloud

SCHEDULE

SOFTWARE

1. OGDOS, OGWIN, OGSQ, OGDASH, OGPRO, and related software
2. OGSYS, OGDOS, OGWIN, OGSQ, OGDASH, OGPRO, OGLAND, PROTOUR
3. CALCit
4. API 11.1 VCF Application
5. FcDataBoss
6. FLOWCAL
7. PROVEit
8. PYCit
9. TESTit
10. Gas Cales
11. Liquid Cales
12. Calculations Web Service