

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM560546

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClickSoftware, Inc.		09/01/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Optimizer Streetco Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2510199	XORA	
Registration Number:	4692774	XORA STREETSMART	
Registration Number:	4625326	XORA STREETSMART WORKFORCE	
Registration Number:	4625327	XORA STREETSMART ADVANTAGE	
Registration Number:	4689167	STREETSMART	
Registration Number:	4689168	STREETSMART ADVANTAGE	
Registration Number:	4689169	STREETSMART WORKFORCE	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	404-317-9361		
Email:	alison.danaceau@jonesspross.com		
Correspondent Name:	Alison Danaceau		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Alison Danaceau		
SIGNATURE:	/Alison Danaceau/		

OP \$190.00 2510199

DATE SIGNED:	02/05/2020
Total Attachments: 6 source=ClickSoftware-Optimizer Streetco TM & Domain Name Assign 20190901#page1.tif source=ClickSoftware-Optimizer Streetco TM & Domain Name Assign 20190901#page2.tif source=ClickSoftware-Optimizer Streetco TM & Domain Name Assign 20190901#page3.tif source=ClickSoftware-Optimizer Streetco TM & Domain Name Assign 20190901#page4.tif source=ClickSoftware-Optimizer Streetco TM & Domain Name Assign 20190901#page5.tif source=ClickSoftware-Optimizer Streetco TM & Domain Name Assign 20190901#page6.tif	

Schedule 1

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (“**Assignment**”) is made and entered into as of the 1st day of September, 2019, by and between ClickSoftware, Inc., a California corporation (the “**Assignor**”) and Optimizer StreetCo Inc., a Delaware corporation (the “**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on September 1, 2019 (the “**Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Exhibit A and the domain names set forth on Exhibit B as described below.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and perpetually sells, assigns, and transfers to Assignee, and Assignee hereby acquires from Assignor, all of Assignor’s right, title and interest, in and to the trademarks set forth on Exhibit A (the “**Marks**”), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, and the domain names set forth on Exhibit B (the “**Domain Names**”); together with all rights to income, royalties, and license fees deriving from the Marks and the Domain Names, all claims for damages by reason of past, present and future infringements of the Marks or the Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.** The Agreement (including the Exhibits and any documents and instruments it refers to) and this Assignment constitute the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto with respect to the subject matter hereof and the disclaimer of representations and warranties set forth in Section 1.1 of the Agreement is incorporated herein by reference. This Assignment may not be amended except

by an instrument in writing signed on behalf of each of the parties hereto. Compliance with or performance under any term or provision of this Assignment may be waived only in writing by the party hereto against whom such waiver is sought to be enforced. The headings contained in this Assignment are for reference purposes only and do not affect in any way the meaning or interpretation of this Assignment. This Assignment is binding upon and will inure to the benefit of and be enforceable by the respective successors and assigns of the parties hereto. Subject to the immediately preceding sentence, this Assignment is not intended to benefit, and will not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their permitted successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware regardless of the laws that might otherwise govern under applicable principles of conflict of laws thereof. This Assignment may be executed in any number of counterparts, each of which must be an original, but all of which together will constitute one and the same agreement.


[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

ASSIGNOR:

CLICKSOFTWARE, INC.
a California corporation

By: 
Name: Craig Zajac
Title: Secretary

ASSIGNEE:

OPTIMIZER STREETCO INC.
a Delaware corporation

By: _____
Name: Mario Razzini
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

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a Delaware corporation

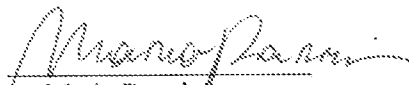
By:  _____
Name: Mario Razzini
Title: Chief Executive Officer

EXHIBIT A

Trademarks

U.S. TM Registration No.	Mark	Registration Date
4,689,167	STREETSMART	Feb 17, 2015
4,689,168	STREETSMART ADVANTAGE	Feb 17, 2015
4,689,169	STREETSMART WORKFORCE	Feb 17, 2015
4,692,774	XORA STREETSMART	Feb 24, 2015
4,625,327	XORA STREETSMART ADVANTAGE	Oct 21, 2014
4,625,326	XORA STREETSMART WORKFORCE	Oct 21, 2014
2,510,199	XORA	Nov 20, 2001

Exhibit B
Domain Names

DOMAIN NAME REGISTRAR	DOMAIN	Expiration
Network Solutions	appmosphere.net	2/23/2024
Network Solutions	etrace.com	12/14/2023
Network Solutions	fieldforcemanager.com	6/22/2020
Network Solutions	fieldforcemanager.info	5/18/2020
Network Solutions	fieldforcemanager.net	6/22/2020
Network Solutions	fieldforcemanager.org	6/22/2020
Network Solutions	mobileappexchange.com	12/14/2021
Network Solutions	o2mwm.co.uk	9/16/2020
Network Solutions	xora.com	10/13/2021
GoDaddy	streetsmartmobile.com	8/15/2023