

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spreo LLC		02/12/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Centrak, Inc.		
Street Address:	826 Newtown-Yardley Road		
City:	Newtown		
State/Country:	PENNSYLVANIA		
Postal Code:	18940		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4784446	SPREO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8594251024		
Email:	tony.bonner@dinsmore.com		
Correspondent Name:	Anthony F. Bonner		
Address Line 1:	100 West Main Street		
Address Line 2:	Suite 900		
Address Line 4:	Lexington, KENTUCKY 40507		
NAME OF SUBMITTER:	Anthony F. Bonner		
SIGNATURE:	/afb/		
DATE SIGNED:	02/27/2020		
Total Attachments: 5			
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OP \$40.00 4784446

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), effective as of February 12, 2020, is entered into by and between **SPREO LLC**, a New York limited liability company (the “**Seller**”) and **CENTRAK, INC.**, a Delaware corporation (the “**Buyer**”).

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), by and between Seller and Buyer, pursuant to which, among other things, Seller has agreed to assign to Buyer all of Seller’s right, title, interest and goodwill in, to and under the Intellectual Property (as defined in the Purchase Agreement) in accordance with the terms set forth therein and Buyer has agreed to assume all of Seller’s right, title, interest and goodwill in, to and under the Intellectual Property; and

WHEREAS, the Intellectual Property assigned under the Purchase Agreement includes the trademark identified in Schedule A of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Assignment of Intellectual Property. Seller does hereby assign to Buyer, free and clear, any and all of Seller’s right, title, interest and goodwill in and to the Intellectual Property.

2. Assumption. Buyer does hereby assume the Intellectual Property from Seller, including all of Seller’s liabilities and obligations arising thereunder from and after the date hereof and related to events which occur from and after the date hereof.

3. Recordation and Further Actions. Seller hereby authorizes the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Buyer as the assignee and owner of the Intellectual Property that are patents, trademarks or service marks and that are registered at, or for which registration has been applied for at, the United States Patent and Trademark Office.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. General. In furtherance of the Agreement, Seller acknowledges that, from this date forward, the Buyer has succeeded to any and all of Seller’s right, title, and standing to: (i) receive all rights and benefits pertaining to the Intellectual Property; (ii) institute and prosecute all suits and proceedings and take all actions that the Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Intellectual Property; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as the Buyer, in its sole discretion, deems advisable.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

SPREO LLC

By _____

Name: Avi Sacajin

Title: CEO

CENTRAK, INC.

By _____

Name:

Title:

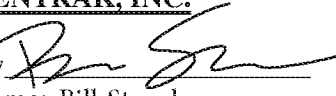
[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

SPREO LLC

By _____
Name: Avi Sacajiu
Title: CEO

CENTRAK, INC.

By 
Name: Bill Stoval
Title: Authorized Representative

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Country</u>
Spreo	86312468	4784446	United States