

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565745

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AGREEMENT		
<b>RESUBMIT DOCUMENT ID:</b>	900538512		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Asure Software, Inc.		12/02/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FM:Systems Group, LLC		
<b>Street Address:</b>	2301 Sugar Bush Road		
<b>Internal Address:</b>	Suite 500		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27612		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2856225	PEOPLECUBE	
<b>Registration Number:</b>	2856224	PEOPLECUBE	
<b>Registration Number:</b>	1674876	MEETING MAKER	
<b>Registration Number:</b>	3517517	ROOMTAG	
<b>Registration Number:</b>	3597925	ROOMTAG	
<b>Registration Number:</b>	5105662	SMARTVIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<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>	6175701000		
<b>Email:</b>	SAllirampersad@goodwinlaw.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP		
<b>Address Line 1:</b>	100 Northern Avenue		
<b>Address Line 2:</b>	Joel E. Lehrer		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	PROJECT FOX		
<b>NAME OF SUBMITTER:</b>	Shaleena Alli-Rampersad/Paralegal		

<b>SIGNATURE:</b>	/Shaleena Alli-Rampersad/
<b>DATE SIGNED:</b>	03/06/2020
<b>Total Attachments: 11</b> source=Assignment (goodwill)#page1.tif source=Assignment (goodwill)#page2.tif source=Assignment (goodwill)#page3.tif source=Assignment (goodwill)#page4.tif source=Project Fox - IP Assignment Agreement (Executed) (008)#page1.tif source=Project Fox - IP Assignment Agreement (Executed) (008)#page2.tif source=Project Fox - IP Assignment Agreement (Executed) (008)#page3.tif source=Project Fox - IP Assignment Agreement (Executed) (008)#page4.tif source=Project Fox - IP Assignment Agreement (Executed) (008)#page5.tif source=Project Fox - IP Assignment Agreement (Executed) (008)#page6.tif source=Project Fox - IP Assignment Agreement (Executed) (008)#page7.tif	

### Assignment of Trademark

**Whereas**

Asure Software, Inc., a Delaware corporation (Assignor)

is/are the owner(s) of Trademark application/registration  
listed on Exhibit A.

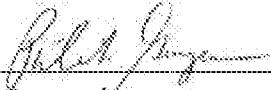
**Whereas,**

FM:Systems Group, LLC, a Delaware limited liability company (Assignee)

, is/are desirous of  
acquiring said trademark application/registration listed on Exhibit A.

**Now therefore good and valuable consideration, Asure Software, Inc.**  
**hereby assign(s) the entire interest and**  
**goodwill of the business to FM:Systems Group, LLC.**

**Assignor: Asure Software, Inc.**

**Signature**   
**Name:** Patrick Goepel  
**Title:** Chief Executive Officer and President

**Date** 12/02/2019

**Assignee: FM:Systems Group, LLC**

**Signature**   
**Name:** Joe Porten  
**Title:** Vice President

**Date** 12/02/2019

**EXHIBIT A****1. Intellectual Property Registrations:**

## 1. Copyrights

OWNER	COUNTRY/STATE	TITLE	REGISTRATION NUMBER
Asure Software, Inc.,	United States	Resource Scheduler Version 9.2	TXu001764727 March 3, 2011

## 2. Trademarks

RECORD OWNER	COUNTRY	REG. / APP. NUMBER	REG. DATE / APPL. DATE	TRADEMARK
Asure Software, Inc.	US	RN 2856225	06/22/2004	PEOPLECUBE
Asure Software, Inc.	US	RN 2856224	06/22/2004	PEOPLECUBE
Asure Software, Inc	US	RN 1674876	02/11/1992	MEETING MAKER
Asure Software, Inc.	US	RN 3517517	10/14/2009	ROOMTAG
Asure Software, Inc.	US	RN 3597925 (lapsed)	03/31/2009	ROOMTAG (DESIGN) design no longer in use
Asure Software, Inc.	US	RN 5105662	12/20/2016	SMARTVIEW
Registered under On Technology Corporation, predecessor to Meeting Maker, predecessor to Asure Software, Inc. Associates	Australia	RN 609687	02/06/1997	MEETING MAKER
Registered under On Technology Corporation, predecessor to Meeting Maker, predecessor to Asure Software, Inc.	Canada	RN 437350	12/23/1994	MEETING MAKER

## 3. Domain Names

Domain Names US	Domain Names UK
netsimplicity.com*	businesssolve.co.uk*
netsimplicity.info*	cp2support.com*
netsimplicity.net*	desktopbookingssoftware.co.uk
netsimplicity.org*	meetingroommanager.co.uk*
nowspace.me	netsimplicity.co.uk*
nowspace.mobi	visualassetmanager.co.uk*
roomtag.com	workspacemanager.co.*
roomtag.net	workplacemanager.co.uk
Roomtag.org*	workspacemanager.co.uk
intapps.com	resourcescheduler.co.uk
intapps.net	workplacemanager.uk
meetingmaker.com	workspacemanager.uk
meetingmaker.net	workspacemanager.uk
meetingmaker.org	occupeye.co.uk
peoplecounts.com*	occupeye.eu
peoplecube.biz	occupeye.net
peoplecube.com	occupeye.org
peoplecube.info	occupeye.org
peoplecube.net	
peoplecube.org	
redesoft.com*	
resourcescheduler.com	
resourcescheduler.eu	
resourcescheduler.net	
schedulerplus.com	
schedulerplusii.com	
workplacebi.com	
workspacemanager.com	
workspacemanager.net	

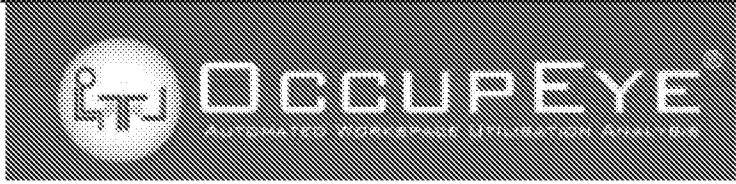

\*May not have been renewed; however, if still registered in Seller's or Purchased Subsidiaries' name, these domain names will be transferred. It is plausible some of these have been dropped over time.

## 4. Social Media Accounts

Occupeye Limited owns the following accounts on the following social media platforms:

	Social Media Site	Username
1	Twitter	@OccupEye IoT
2	Facebook	OccupEye.IoT
3	YouTube	OccupEyeSensor
4	LinkedIn	Occupeye

5. Material Unregistered Owned Intellectual Property Assets

OWNER	TRADEMARK
Asure Software, Inc.	Meeting Room Manager (formerly Net Simplicity) Resource Scheduler Scheduler Plus Workspace Manager Workplace Business Intelligence Netsimplicity SmartMove NowSpace (Mobile App)
Occupeye Limited	
Occupeye Limited <sup>1</sup>	

<sup>1</sup> Shown without tag “An Asure Software Company” as currently shown on website; tag is not part of transferred mark.

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Agreement”) is entered as of December 2, 2019 (the “Effective Date”), between Asure Software, Inc., a Delaware corporation (the “Company”), and FM:Systems Group, LLC, a Delaware limited liability company (the “Assignee”). Capitalized terms used but not defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Company and the Assignee have entered into that certain Asset and Equity Purchase Agreement, dated as of October 7, 2019 (the “Purchase Agreement”), by and among the Company, Assignee and FMS Bidco UK Limited, a private company limited by shares incorporated in England and Wales; and

WHEREAS, the execution and delivery of this Intellectual Property Assignment Agreement is required as a condition to the consummation of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, pursuant and subject to the terms of the Purchase Agreement and in consideration of the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Assignee agree as follows:

1. Assignment. Company hereby contributes, conveys, assigns and otherwise transfers to the Assignee exclusively throughout the world all right, title and interest in the Intellectual Property Assets of the Business including the Intellectual Property Registrations described in Exhibit A.

2. Compensation. The Assignee has provided to the Company good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Such consideration shall be the only consideration required of the Assignee with respect to the subject matter of this Agreement.

3. Further Assurances. Company agrees to assist the Assignee in every proper way to evidence, record and perfect the assignment of the Intellectual Property Assets and at the Assignee’s expense to apply for and obtain recordation of, and from time to time secure, enforce, maintain and defend the assigned Intellectual Property Assets. If the Assignee is unable for any reason whatsoever to secure the Company’s signature to any document requested by the Assignee under this Agreement related to the Intellectual Property Assets, Company hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as Company’s agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Company’s behalf and instead of Company, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Company.

4. Third Party Approvals.

4.1 The Company shall use commercially reasonable efforts to secure any consents, waivers, approvals, orders or authorizations of a third party necessary for the

effective transfer or assignment of any contract identified on Exhibit A (each a “Conveyed Contract”) by the Company to the Assignee (collectively, “Third Party Approvals”) as promptly as practicable.

4.2 As of, and following, the Effective Date, until each Third Party Approval has been obtained, the Assignee shall, to the full extent permitted by such Conveyed Contract and applicable law (i) automatically obtain from Company all economic claims, rights and benefits under such Conveyed Contract (including the rights to subcontract, sub-license or sub-lease), (ii) assume any related economic burden, and (iii) perform and discharge fully when due all of the covenants and obligations of the Company thereunder, including the payment of any costs or expenses in connection therewith. The Company shall continue to hold such Conveyed Contract until the earliest to occur of (x) the expiration of the remaining term and any extensions requested by the Assignee of such Conveyed Contract, (y) the termination of such Conveyed Contract in accordance with its terms, or (z) the date on which the Third Party Approval for such Conveyed Contract is obtained.

5. Miscellaneous. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. The parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

6. This Agreement is executed as part of the Closing contemplated by the Purchase Agreement. This Agreement is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, expand, limit or qualify any provision of the Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. 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 will govern.

7. This Agreement may be executed in the original, by facsimile or by any generally accepted electronic means (including via DocuSign or by transmission of a .pdf file containing an executed signature page) in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

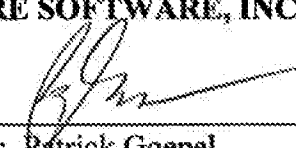
*(Signature page on the following page)*



IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date indicated above.

**COMPANY:**

**ASURE SOFTWARE, INC.**

By:   
Name: Patrick Goepel  
Title: Chief Executive Officer and President

**ASSIGNEE:**

**FM:SYSTEMS GROUP, LLC**

By: \_\_\_\_\_  
Name: Joe Porten  
Title: Vice President

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netsimplicity.org*	meetingroommanager.co.uk*
nowspace.me	netsimplicity.co.uk*
nowspace.mobi	visualassetmanager.co.uk*
roomtag.com	workspacemanager.co.*
roomtag.net	workplacemanager.co.uk
Roomtag.org*	workspacemanager.co.uk
intapps.com	resourcescheduler.co.uk
intapps.net	workplacemanager.uk
meetingmaker.com	workspacemanager.uk
meetingmaker.net	workspacemanager.uk
meetingmaker.org	occupeye.co.uk
peoplecounts.com*	occupeye.eu
peoplecube.biz	occupeye.net
peoplecube.com	occupeye.org
peoplecube.info	occupeye.org
peoplecube.net	
peoplecube.org	
redesoft.com*	
resourcescheduler.com	
resourcescheduler.eu	
resourcescheduler.net	
schedulerplus.com	
schedulerplusii.com	
workplacebi.com	
workspacemanager.com	
workspacemanager.net	

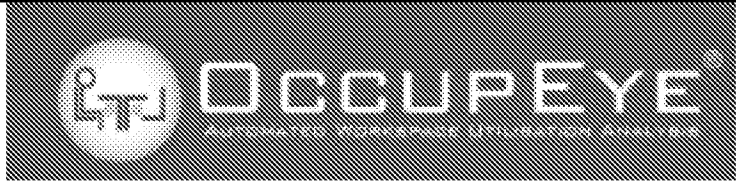

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