

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM567394

<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>
Learning Machine Technologies, Inc.		01/30/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hyland Software, Inc.		
<b>Street Address:</b>	28500 Clemens Road		
<b>City:</b>	Westlake		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44145		
<b>Entity Type:</b>	Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4636380	LEARNING MACHINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155683439		
<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>	215-564-2684		
<b>Email:</b>	assignments@bakerlaw.com		
<b>Correspondent Name:</b>	Lisa Bollinger Gehman		
<b>Address Line 1:</b>	2929 Arch Street, Cira Centre 12th Fl.		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19104-2891		
<b>ATTORNEY DOCKET NUMBER:</b>	038439.020173		
<b>NAME OF SUBMITTER:</b>	Lisa Bollinger Gehman		
<b>SIGNATURE:</b>	/Lisa Bollinger Gehman/		
<b>DATE SIGNED:</b>	03/17/2020		
<b>Total Attachments: 5</b>			
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## EXHIBIT C

### INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”), made this 31<sup>st</sup> day of January, 2020 (the “*Effective Date*”), by Learning Machine Technologies, Inc., a Delaware corporation (“*Assignor*”), in favor of Hyland Software, Inc., an Ohio corporation (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the date hereof (the “*Purchase Agreement*”), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of all of Assignor’s right, title and interest in and to all Owned Intellectual Property (as defined in the Purchase Agreement);

WHEREAS, the Owned Intellectual Property to be transferred includes the Trademark identified on the attached Schedule A, and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Owned Intellectual Property, including the Trademark identified on Schedule A.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.
2. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the Owned Intellectual Property, including without limitation: the Trademark identified on Schedule A. Assignor further assigns to Assignee all of the following in any jurisdiction throughout the world: (i) rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, or conflict with such Patents and other Owned Intellectual Property; (ii) royalties, fees, income and other payments and proceeds due or accrued as of the Effective Date and thereafter under or arising from such Owned Intellectual Property; and (iii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Owned Intellectual Property.
3. Further Assurances. Assignor agrees that from time to time, at the reasonable request and expense of Assignee, it shall execute and deliver such other documents and take such other actions as Assignee may reasonably request to effectuate the transactions contemplated by this Assignment (including any documentation to record the rights granted hereunder in the Owned Intellectual Property in any jurisdiction throughout the world). Assignor acknowledges and agrees that Assignee or any of its Affiliates may record and perfect this

Assignment or such documentation in any jurisdiction throughout the works, and the Assignor shall cooperate therewith, at the Assignee's expense.

4. General.

(a) Entire Agreement; Conflicting Provisions; Interpretation. This Assignment, together with the Purchase Agreement, and the other Transaction Documents, constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede all other prior and contemporaneous agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and thereof. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and permitted assigns. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will govern. The words "include" or "including" mean "include, without limitation," or "including, without limitation," as the case may be, and the language following "include" or "including" will not be deemed to set forth an exhaustive list.

(b) No Third-Party Beneficiaries. This Assignment will be binding upon and inure solely to the benefit of each party hereto and its successors and permitted assigns and nothing in this Assignment is intended to or will confer upon any other Person any legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Assignment.

(c) Counterparts; Electronic Signature. This Assignment may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Assignment may be executed by facsimile or electronic signature in portable document format (.pdf) and a facsimile or electronic signature in portable document format (.pdf) will constitute an original for all purposes.

(d) Governing Law. This Assignment will in all respects be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

*[The remainder of this page is intentionally left blank]*

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment on the Effective Date.

ASSIGNOR:

LEARNING MACHINE TECHNOLOGIES, INC.

By: [Signature]  
Name: Chris Jagers  
Title: CEO

STATE OF Ohio  
COUNTY OF Cuyahoga

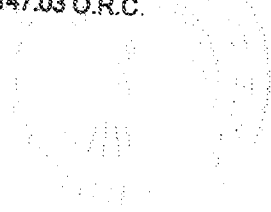
On 1/30/2020, before me, Jennifer Miller (the undersigned notary), personally appeared Chris Jagers personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

[SEAL]

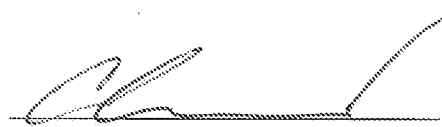
JENNIFER L. MILLER, ATTORNEY  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date  
Section 147.03 O.R.C.



Acknowledged and Agreed:

**ASSIGNEE:**

HYLAND SOFTWARE, INC.

By:   
Name: CHRISTOPHER HYLAND  
Title: CEO

SCHEDULE A

<b>Trademark</b>	<b>Status</b>	<b>Key Dates</b>	<b>Intl. Class Number &amp; Serial Number</b>
LEARNING MACHINE	Registered	<u>Earliest Date in Record (First Used)</u> March 1, 2014  <u>Filed</u> March 17, 2014  <u>Registered</u> November 11, 2014	<u>Serial Number: 86-223,785</u>  <u>Class Number: 42</u>