

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576846

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sageworks, Inc.		12/23/2019	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Banker's Toolbox, Inc.		
Doing Business As:	Abrigo		
Street Address:	12331-B Riata Trace Parkway		
Internal Address:	Suite 200		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78727		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3294112	PROFITCENTS	
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>			
Email:	legal@abrigo.com		
Correspondent Name:	Ashley Womack		
Address Line 1:	12331-B Riata Trace Parkway		
Address Line 2:	Suite 200		
Address Line 4:	Ausitn, TEXAS 78727		
NAME OF SUBMITTER:	Ashley Rodick		
SIGNATURE:	/Ashley Rodick/		
DATE SIGNED:	05/18/2020		
Total Attachments: 4			
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OP \$40.00 3294112

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

This Confirmatory Intellectual Property Assignment is entered into by and between Sageworks, Inc., a North Carolina corporation (the “**Assignor**”) and Banker’s Toolbox, Inc., a California corporation (the “**Assignee**”).

WHEREAS, Assignor as owner of Intellectual Property (as defined below), including the trademarks and copyright listed in Exhibit A, will assign the Intellectual Property to Assignee (the “**Assignment**”) in connection with that certain Agreement and Plan of Merger dated December 23, 2019 (the “**Merger Agreement**”), which provides that Assignor will merge with and into Assignee, with Assignee surviving (the “**Merger**”);

WHEREAS, the Assignment is effective as of December 31, 2019, which is the effective date indicated in the Merger Agreement filed with the California Secretary of State and as indicated in the Articles of Merger filed with the North Carolina Secretary of State; and

WHEREAS, the parties are executing this Confirmatory Intellectual Property Assignment for the sole purpose of memorializing and recording the Assignment to be effected by the Merger Agreement.

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

1. Assignment. As of the effective date of the Merger, Assignor does hereby, irrevocably assign, transfer and convey to Assignee, and Assignee does accept, all of Assignor’s right, title and interest in and to the Intellectual Property, including but not limited to any copyright and trademark and any registrations, applications, renewals and parts thereof (whether presently available or subsequently available as a result of intervening legislation), all common law rights therein, together with the goodwill of the business symbolized by or embodied in the Intellectual Property and all claims for damages by reason of past or future infringements of the Intellectual Property with the right to sue for and collect the same for Assignee’s own use and benefit, and for the use and on behalf of its successors, assigns and other legal representatives. These obligations shall be binding upon Assignor’s successors, assigns, heirs, executives, administrators, and other legal representatives. “**Intellectual Property**” means patents, patent applications, registered and unregistered trademarks, trademark applications, registered and unregistered service marks, service mark applications, tradenames, copyrights, trade secrets, domain names, mask works, information and proprietary rights and processes, similar or other intellectual property rights, subject matter of any of the foregoing, tangible embodiments of any of the foregoing, licenses in, to and under any of the foregoing, and any and all such cases that are owned or used by the Assignor.

2. Authorization and Recordation. Assignor hereby authorizes and requests all applicable governmental authorities or registrars to record and register Assignee as the owner of the Intellectual Property, and to issue any and all registrations, amended registrations and renewals that have been or may be granted upon any application or petition for the same, to Assignee and Assignee’s successors and/or assigns, as assignee of all of Assignors’ rights, title and interest in

and to the Intellectual Property. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect ownership of the Intellectual Property.

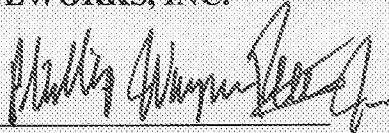
3. Power of Attorney. If at any time Assignee is unable, for any reason, to secure Assignor's signature on any copyright or trademark assignments or applications for registrations, or other documents or filings pertaining to any or all of the Intellectual Property, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys-in-fact, to act for and on its behalf and stead to execute and file any and all such applications, registrations, and other documents and to do all other lawfully permitted acts to further the prosecution thereon with the same legal force and effect as if executed by Assignor.

4. Miscellaneous. Each party represents that it has the power and authority to enter into this Confirmatory Intellectual Property Assignment. If any term of this Confirmatory Intellectual Property Assignment is held invalid or unenforceable for any reason, the remainder of the such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect. This Confirmatory Intellectual Property Assignment may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Confirmatory Intellectual Property Assignment to be executed as of this 23rd day of December, 2019.

ASSIGNOR:

SAGEWORKS, INC.

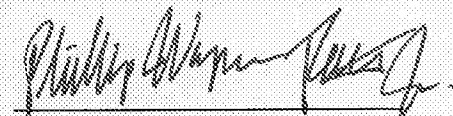


By: Phillip Wayne Roberts, Jr.

Title: President

ASSIGNEE:

BANKER'S TOOLBOX, INC.



By: Phillip Wayne Roberts, Jr.

Title: President

TRADEMARK

REEL: 006940 FRAME: 0887

EXHIBIT A

Registered Trademarks:

Country	Trademark	Reg. No.	Reg. Date	Registrant	Classes
US	Sageworks	3291014	September 11, 2007	Sageworks, Inc.	IC 042
US	ProfitCents	3294112	September 18, 2007	Sageworks, Inc.	IC 042
Canada	Sageworks	TMA847709	April 5, 2013	Sageworks, Inc.	IC 042
UK	Sageworks	2591103	November 11, 2011	Sageworks, Inc.	IC 042

Registered Copyright:

Country	Title	Date of Creation	Registration Number	Registration Date
US	Profitcents Software	1998	TXu001201794	2004-11-18