

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578522

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Used Equipment Guide, Inc.		05/13/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Randall-Reilly, LLC		
Street Address:	3200 Rice Mine Road, NE		
City:	Tuscaloosa		
State/Country:	ALABAMA		
Postal Code:	35406		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5712288	G	
Registration Number:	5719297	ONE SEARCH. ALL EQUIPMENT.	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	2052541036		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	C. BRANDON BROWNING		
Address Line 1:	Suite 2400		
Address Line 2:	1901 Sixth Avenue North		
Address Line 4:	BIRMINGHAM, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	25356.0004		
NAME OF SUBMITTER:	C. BRANDON BROWNING		
SIGNATURE:	/C. Brandon Browning/		
DATE SIGNED:	05/28/2020		
Total Attachments: 4			
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source=Software Acquisition Agreement#page2.tif			
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EXHIBIT C

Trademark Assignment

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective May 13, 2020, by Used Equipment Guide Inc., a Delaware corporation ("Assignor"); and Randall-Reilly, LLC, a Delaware limited liability, ("Assignee"). Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of the trademarks listed on Exhibit "A" attached hereto (the "Trademarks"), and

WHEREAS, pursuant to that that certain Software Acquisition Agreement, dated as of even date hereof, by and between Assignor and Assignee (the "Agreement"), Assignor agreed to sell, assign, transfer, and convey to Assignee, and Assignee agree to purchase and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Assignment. Assignor irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, in perpetuity, all of Assignor's right, title, and interest in and to the Trademarks and all associated goodwill, throughout the world, including without limitation, (a) all rights of any kind whatsoever of Assignor accruing under or provided by applicable law of any jurisdiction or any international treaties, convention or otherwise; (b) the right to petition, sue or otherwise seek and recover damages, profits and any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong in relation to any of the Trademarks and associated goodwill, or any license, agreement, contract or other matter relating thereto, worldwide and forever; and (c) the right to receive any and all royalties, fees, income, payments, and other proceeds now or hereafter owing or payable with respect to any of the Trademarks or Goodwill.

2. Further Assurances. Assignor, for itself and its successors and assigns, hereby agrees to execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers and other appropriate documentation, and to take all additional actions, necessary or appropriate to effectuate, validate and record this Assignment, including, without limitation, to execute one or more further assignments covering the Trademarks and Goodwill in a form acceptable for recordation in both the United States Patent and Trademark Office and in foreign trademark offices.

3. Equitable Remedies. Assignor hereby acknowledges and agrees that a violation of this Assignment by Assignor could cause irreparable and substantial damage and harm to Assignee and could constitute a failure of consideration, and that money damages alone could be inadequate to compensate Assignee and would not be an adequate remedy for such violation(s). Accordingly, Assignor hereby agrees that, in the event of any breach or threatened breach by Assignor of this Assignment Assignee shall be entitled to obtain from any court of competent jurisdiction (in any jurisdiction) preliminary and permanent injunctive or other equitable relief to restrain any breach or threatened breach or otherwise to specifically enforce the provisions of this Assignment, without the necessity of showing actual damages or furnishing a bond or other security, and in the case of a temporary restraining order, such relief may be granted ex parte and without the

necessity of a full hearing on the evidence. Such remedy shall be cumulative and not exclusive, and shall be in addition to any other remedy Assignee may have, including, without limitation, any right to recover damages and the repayment of all profits, compensation, commissions, remuneration and benefits directly or indirectly realized in connection with a breach of this Assignment.

4. Binding Effect. This Assignment and the covenants and agreements contained herein shall be binding upon Assignor and its survivors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

5. Headings. The captions or headings in this Assignment are for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Assignment.

6. Governing Law. This Assignment shall be governed by, and controlled, construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles that would require the application of the laws of any other state, and the federal laws of the United States.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

8. Amendments. No amendment, modification, or termination of this Assignment will be deemed valid unless in writing and signed by Assignor and Assignee.

9. Software Acquisition Agreement. This Assignment does not limit the rights, obligations, representations, warranties and/or indemnifications provided in the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms of the Agreement shall control.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

Used Equipment Guide Inc.

By: Jeremy Balog
Jeremy Balog

Name: _____

Title: Chief Executive Officer

ASSIGNEE:

Randall-Reilly, LLC


By: Brent M. Reilly
Brent M. Reilly

Name: _____

Title: President & CEO

EXHIBIT "A"

U.S. Trademarks

Mark	Registration No.
	5,712,288
ONE SEARCH, ALL EQUIPMENT.	5,719,297