

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM579901

<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>
theIRapp, Inc.		04/27/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	theEMPLOYEEapp, LLC		
<b>Street Address:</b>	875 Manhattan Beach Blvd.		
<b>Internal Address:</b>	c/o Trackforce TopCo, Inc., ATTN: Mike Velich		
<b>City:</b>	Manhattan Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90266		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4483331	THEIRAPP	
<b>Registration Number:</b>	4464170	THEIRAPP	
<b>Registration Number:</b>	4665043	THEEMPLOYEEAPP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	2149692741		
<b>Email:</b>	blove@akingump.com		
<b>Correspondent Name:</b>	AKIN GUMP STRAUSS HAUER & FELD LLP		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	699362.0049		
<b>NAME OF SUBMITTER:</b>	Brenda Love		
<b>SIGNATURE:</b>	/Brenda Love/		
<b>DATE SIGNED:</b>	06/05/2020		
<b>Total Attachments: 9</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of April 27, 2020, and is made by theRapp, Inc., a Delaware corporation (the "Assignor"), in favor of theEMPLOYEEapp, LLC, a Delaware limited liability company (the "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of April 27, 2020, by and between the Assignor and the Assignee (the "Asset Purchase Agreement"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

**WHEREAS**, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Acquired Assets, including, but not limited to, the trademarks and trade names set forth on Schedule A attached hereto and all issuances, extensions and renewals thereof (the "Trademarks"), the copyright registrations, applications for registration and exclusive copyright licenses set forth on Schedule B attached hereto and all issuances, extensions and renewals thereof (the "Copyrights"), and the domain names on Schedule C attached hereto (the "Domain Names"), and together with the Trademarks and the Copyrights, collectively the "Intellectual Property Assets"; and

**WHEREAS**, the Assignor and the Assignee desire that the assignment of said rights in the Intellectual Property Assets be made of record in the United States Patent and Trademark Office, the United States Copyright Office, all applicable state trademark, patent and copyright offices, all applicable foreign trademark, patent and copyright offices (where applicable) and all other applicable governmental or administrative offices, in each case, as applicable.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee, all of the Assignor's right, title and interest in, to and under all of the Assignor's Trademarks, Copyrights, Patents, Domain Names and other Transferor Proprietary Rights, including the following assignments:

(a) The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, all right, title and interest in to and under the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Trademarks, and the registrations and applications therefor, in each case, free and clear of all Liens.

(b) The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, all right, title and interest in, to and under the Copyrights, including state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business symbolized by the Copyrights, in each case, free and clear of all Liens.

(c) The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, all right, title, and interest in, to and under the Domain Names, together with all renewals and extensions thereof, and all goodwill of the business symbolized by the Domain Names, in each case, free and clear of all Liens, and Assignee hereby accepts such sale, assignment, transfer, conveyance and delivery. In connection with the foregoing, Assignor hereby irrevocably authorizes the relevant registrar to transfer the Domain Names to Assignee or to such nominee as Assignee may designate in writing to the Assignor on the date hereof.

(d) Without limiting the generality of Sections 1(a) through (c), the Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, all right, title, and interest in, to and under (i) all rights of any kind whatsoever of the Assignor accruing under the Transferor Proprietary Rights or the Intellectual Property Assets provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, (ii) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (iii) any and all claims and causes of action, with respect to any of the Transferor Proprietary Rights or the Intellectual Property Assets, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

(e) With respect to any United States intent-to-use trademark applications set forth on Schedule A attached hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of the Assignor's business, or portion of the business to which the trademark pertains, and that such business is ongoing and existing.

2. Cooperation and Recordation. The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by the Assignee. The Assignor shall cooperate with the Assignee as reasonably requested by the Assignee and without further consideration to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor shall execute and deliver all documents and take all such other actions as the Assignee or its respective successors and or assigns may reasonably request to effect the terms of this Agreement, including executing and delivering any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

4. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

5. Maintenance. The Assignor agrees that it has taken, and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agencies or registries, and each of the foregoing Persons shall take all other necessary actions to keep the Intellectual Property Assets in force in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

6. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Agreement is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignor and the Assignee with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Counterparts. This Agreement may be executed in one or more counterparts, any one of which may be by facsimile, electronic signature, digital imaging device (i.e., pdf format) or other electronic transmission, all of which taken together shall constitute one and the same instrument.

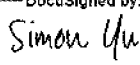
8. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(Remainder of Page Intentionally Left Blank; Signature Pages Follow)

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

**ASSIGNOR:**

THEIRAPP, INC.

By:  \_\_\_\_\_  
Name: Simon Yu  
Title: Vice President

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

**ASSIGNEE:**

THEEMPLOYEEAPP, LLC

DocuSigned by:

*Mike Velcich*

By: \_\_\_\_\_

Name: Mike Velcich

Title: Secretary



*(Signature Page to Intellectual Property Assignment Agreement)*

**TRADEMARK**  
**REEL: 006954 FRAME: 0443**



**Schedule A**

**Trademarks**

Trademarks/Trade Names:

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
	85/599,517 4,483,331 United States	April 17, 2012 February 18, 2014	theIRapp, Inc.	Registered Section 8 maintenance fee due by August 18, 2020
<b>THEIRAPP</b>	85/599,519 4,464,170 United States	April 17, 2012 January 7, 2014	theIRapp, Inc.	Registered – Supplemental Section 8 maintenance fee due by July 7, 2020
<b>THEEMPLOYEEAPP</b>	86/268,234 4,665,043 United States	May 1, 2014 December 30, 2014	theIRapp, Inc.	Registered - Supplemental
<b>INDICIUM</b>	86/588,037 N/A United States	April 6, 2015 N/A	theIRapp, Inc.	Abandoned
<b>APPRISE MOBILE</b>	86/354,858 N/A United States	August 1, 2014 N/A	theIRapp, LLC	Abandoned
<b>THEFUNDSAPP</b>	N/A N/A United States	N/A N/A	N/A	Common Law
<b>THEIRAPPFOLIO</b>	N/A N/A United States	N/A N/A	N/A	Common Law
<b>THECOMMSAPP</b>	N/A N/A United States	N/A N/A	N/A	Common Law
	N/A N/A United States	N/A N/A	N/A	Common Law



MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
	N/A N/A United States	N/A N/A	N/A	Common Law
	N/A N/A United States	N/A N/A	N/A	Common Law

Social Media Assets:

HANDLE/PAGE	PLATFORM	OWNER OF RECORD	ESTABLISHMENT DATE
@APPRISEMOBILE	Twitter	N/A	March 2012
<a href="https://www.linkedin.com/company/theemployeeapp/">HTTPS://WWW.LINKEDIN.COM/COMPANY/THEEMPLOYEEAPP/</a>	LinkedIn	N/A	N/A
@THEEMPLOYEEAPP <a href="https://www.facebook.com/staffconnectapp/">HTTPS://WWW.FACEBOOK.COM/STAFFCONNECTAPP/</a>	Facebook	N/A	August 2014
@THEEMPLOYEEAPP	Instagram	N/A	N/A

**Schedule B**

**Copyrights**

1. theEMPLOYEEapp – Version 9.7.500
2. theIRapp – Version 7.4
3. theCONFERENCEapp – Version 7.4
4. theCOMMSapp – Version 7.4

**Schedule C**

**Domain Names**

1. apprise-mobile.com
2. apprise-mobile.info
3. apprise-mobile.net
4. apprise-mobile.org
5. apprisemobile.com
6. apprisemobile.net
7. indicium-tech.com
8. indiciummobile.com
9. thecommsapp.com
10. theemployeeapp.biz
11. theemployeeapp.co
12. theemployeeapp.co.uk
13. theemployeeapp.com
14. theemployeeapp.info
15. theemployeeapp.net
16. theemployeeapp.org
17. theirapp.com
18. theirapp.org
19. theirappfolio.com
20. theemployee.app