

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582474

<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>
LYNX WORKFLOW, INC.		06/16/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FACTBOX INC.		
<b>Street Address:</b>	232 STALLION LN.		
<b>City:</b>	SCHWENKSVILLE		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19473		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4891803	FACTBOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202-880-9200		
<b>Email:</b>	trademarks@branding-law.com		
<b>Correspondent Name:</b>	WILLIAM SCOTT GOLDMAN		
<b>Address Line 1:</b>	1300 PENNSYLVANIA AVE., N.W.; STE. 700		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	WILLIAM SCOTT GOLDMAN		
<b>SIGNATURE:</b>	/william scott goldman/		
<b>DATE SIGNED:</b>	06/22/2020		
<b>Total Attachments: 2</b>			
source=Trademark Assi#page1.tif			
source=Trademark Assi#page2.tif			

OP \$40.00 4891803

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this 16th day of June, 2020 (the "Effective Date") by and between Lynx Workflow, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 1890 Bryant St., Ste. 30, San Francisco, CA 95102 ("Assignor") and FactBox Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 232 Stallion Ln., Schwenksville, PA 19473 ("Assignee").

A. WHEREAS, Assignor owns the entire right, title and interest in and to U.S. Trademark Registration No. 4,891,803 for the trademark FactBox on Software as a service (SAAS) services, namely, hosting software for use by others for use in content management and case management for professional services ("Mark");

B. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

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

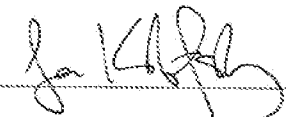
1. Assignor hereby irrevocably conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark in perpetuity, together with the goodwill of the business symbolized by the Mark. Assignor further authorizes the United States Patent and Trademark Office to record the transfer of registration.
2. Assignor represents and warrants that:
  - (i) Assignor owns the entire right, title and interest in and to the Mark;
  - (ii) all registrations for the Mark are currently valid and subsisting and in full force and effect;
  - (iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;
  - (iv) there are no liens, security interests, or pending claims against either the Mark or its use;
  - (v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
  - (vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Articles of Organization or By-laws.
3. Assignor shall execute and deliver to Assignee on the Effective Date any and all instruments of sale, transfer, conveyance, assignment and confirmation as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Mark and any and all federal and state trademark registrations thereof and/or registration application rights.

4. As of the Effective Date, Assignor agrees to make no further use of the Mark or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.
5. Within five (5) days of the Effective Date, Assignee will pay Assignor the sum of \$10 in consideration for assignment of the Mark.
6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.
7. Miscellaneous.
  - (a) This Agreement shall constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.
  - (b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Tennessee, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Tennessee. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.
  - (c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.
  - (d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the date above written.

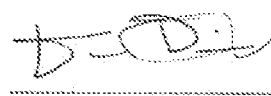
ASSIGNOR:

Lynx Workflow, Inc.

By:   
Lecia Kaslofsky, CEO

ASSIGNEE:

FactBox, Inc.

By:   
Daniel Dingman, President