

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM590142

<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>
LANSA Holdings, Inc.		08/21/2019	Corporation: DELAWARE
LANSA, Inc.		08/21/2019	Corporation: ILLINOIS
LANSA, Ltd.		08/21/2019	Private Limited Company: ENGLAND AND WALES
LANSA Philippines, Inc.		08/21/2019	Corporation: PHILIPPINES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1WorldSync Holdings, Inc.		
<b>Street Address:</b>	1009 LENOX DRIVE, SUITE 202		
<b>City:</b>	LAWRENCEVILLE		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08648		
<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>	5332372	SYNCMANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<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>	203-975-7505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	201 Broad Street		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901		
<b>ATTORNEY DOCKET NUMBER:</b>	1499648.00010		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>SIGNATURE:</b>	/christina london/		
<b>DATE SIGNED:</b>	08/04/2020		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement is made and entered into and is effective as of August 21, 2019 (this “*Assignment*”), by and among (i) IWorldSync Holdings, Inc., a Delaware corporation (“*Purchaser*”), on the one hand; and (ii) LANSAs Holdings, INC., a Delaware corporation (the “*Seller Parent*”); LANSAs, Inc., an Illinois corporation, LANSAs, Ltd., a private limited company organized under the laws of England and Wales; and LANSAs Philippines, Inc., a corporation organized under the laws of the Philippines, on the other hand (collectively, the “*Sellers*”). Each of Purchaser, Purchaser Affiliate (as defined below) and Sellers may be referred to herein individually as a “*Party*” and collectively may be referred to herein as the “*Parties*.”

### RECITALS:

WHEREAS, Sellers are engaged in the business of developing, licensing, selling, marketing, supporting, maintaining and providing professional services relating to LANSAs PIM business (the “*Business*”);

WHEREAS, Purchaser and Sellers have entered into an Asset Purchase Agreement, dated as of August 9, 2019 (the “*APA*”), among Purchaser and IWorldSync Ltd., a private limited company organized under the laws of England and Wales and a wholly owned subsidiary of Purchaser (the “*Foreign Purchaser*”), on the one hand and Sellers, pursuant to which Sellers agreed to sell, convey, assign, transfer and deliver to Purchaser and Foreign Purchaser, and Purchaser and Foreign Purchaser agreed to purchase from Sellers, free and clear of any Liens, except for Permitted Liens, certain Intellectual Property Assets (as defined in the APA);

WHEREAS, as permitted by Section 2.1 of the APA, the Purchaser hereby assigns its right to acquire all Purchased Assets to IWorldSync, Inc., a Delaware corporation and wholly owned subsidiary of the Purchaser (“*Purchaser Affiliate*”); and

WHEREAS, this Assignment is being entered into in connection with the Closing and the consummation of the transactions contemplated by the APA;

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

**Section 1. Defined Terms.** All capitalized terms not otherwise defined herein will have the respective meanings set forth in the APA.

**Section 2. Assignment and Transfer of the Intellectual Property Assets.** Subject to the terms of the APA, Sellers hereby unconditionally sell, transfer, assign and deliver to Purchaser Affiliate (at the direction of Purchaser), and Purchaser Affiliate hereby unconditionally purchases and acquires from Sellers, all of Sellers’ right, title and interest in and to the Intellectual Property Assets, including, but not limited to, (i) all trademark registrations and applications set forth on Annex A hereto (as may be supplemented or updated from time to time after the date hereof by the Parties), including all goodwill related to any trademarks and trademark rights in the Intellectual Property Assets; (ii) all pending patent applications and registered patents set forth on Annex A hereto (as may be supplemented or updated from time to time after the date hereof by the Parties), including all rights in any or all countries of the world to apply for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to any of the Intellectual

Property Assets and the inventions, invention disclosures, and discoveries therein; (iii) all copyright registrations and applications set forth on Annex A hereto (as may be supplemented or updated from time to time after the date hereof by the Parties); and (iv) all Internet domain name registrations set forth on Annex A hereto (as may be supplemented or updated from time to time after the date hereof by the Parties), and including, in each case, any renewals and extensions of the registrations, all goodwill associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Purchaser Affiliate's own use and enjoyment, and for the use and enjoyment of Purchaser Affiliate's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Sellers if this Assignment had not been made, together with the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements or other impairments of such Intellectual Property Assets, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or other impairments of such Intellectual Property Assets, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) any other rights of any kind whatsoever of the Sellers accruing thereunder, including all rights to collect royalties or other payments under or on account of any of the Intellectual Property Assets. Sellers hereby request the Commissioner of Patents and Trademarks and the Register of Copyrights of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Purchaser Affiliate as the assignee and owner of the Intellectual Property Assets set forth on Annex A. Sellers agree that the foregoing assignment, transfer, and conveyance shall be automatically effective with respect to all Intellectual Property Assets developed or otherwise acquired by the Sellers after the Effective Date without the need for any further action to effectuate or perfect such assignment, transfer, or conveyance.

**Section 3. Excluded Assets.** Notwithstanding anything in the APA to the contrary and except with any license rights granted to Purchaser Affiliate, Sellers do not sell, transfer, assign or deliver to Purchaser or Purchaser Affiliate, and neither Purchaser nor Purchaser Affiliate does purchase or acquire from Sellers any right, title or interest in or to any Excluded Assets.

**Section 4. Further Assurances.** Each Party shall from time to time after the delivery of this Assignment, at the other Party's reasonable request and expense but without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented by such other Party as reasonably necessary to effectively consummate, confirm or evidence the assignment, transfer, conveyance and delivery to Purchaser Affiliate of the Intellectual Property Assets, as contemplated under the APA, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein; and (3) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

**Section 5. Entire Agreement; Conflict;** This Assignment and the APA constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements, terms or conditions contained in this Assignment and those contained in the APA (including the Disclosure Schedules), the statements, terms and conditions in the APA (including the Disclosure Schedules) will control. This Assignment is subject to all the terms and conditions of the APA. No provision of this Assignment will be deemed to enlarge, alter or amend the terms or provisions of the APA. Further, Purchaser and Purchaser Affiliate hereby acknowledge that Sellers are not making any representations or warranties in this Assignment with respect to the Intellectual Property Assets, except as specifically set forth in the APA (including the Disclosure Schedules).

**Section 6. Successors.** This Assignment shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of each Party hereto.

**Section 7. No Third-Party Beneficiaries.** This Assignment is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

**Section 8. Severability.** If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 9. Amendment and Modification; Waiver.** This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 10. 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, e-mail 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.

**Section 11. Governing Law; WAIVER OF JURY TRIAL.** This Assignment shall be governed by and construed in accordance with the internal 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). EACH OF THE PARTIES TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.


**Section 12. Headings.** The headings in this Assignment are for reference only and shall not affect the interpretation of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

PURCHASER:

1WORLDSYNC HOLDINGS, INC.

By:   
Name: Morad Elhafed  
Title: Treasurer

SELLER PARENT:

LANSA HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Randall E. Jacops  
Title: Chief Executive Officer

SELLERS:

LANSA, INC.

By: \_\_\_\_\_  
Name: Randall E. Jacops  
Title: Chief Executive Officer

LANSA, LTD.

By: \_\_\_\_\_  
Name: Randall E. Jacops  
Title: Director

LANSA PHILIPPINES, INC.

By: \_\_\_\_\_  
Name: Randall E. Jacops  
Title: Director

[Signature Page to the Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

PURCHASER:

1WORLDSYNC HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

SELLER PARENT:

LANSA HOLDINGS, INC.

By: Randall E. Jacops  
Name: Randall E. Jacops  
Title: Chief Executive Officer

SELLERS:

LANSA, INC.

By: Randall E. Jacops  
Name: Randall E. Jacops  
Title: Chief Executive Officer

LANSA, LTD.

By: Randall E. Jacops  
Name: Randall E. Jacops  
Title: Director

LANSA PHILIPPINES, INC.


By: Randall E. Jacops  
Name: Randall E. Jacops  
Title: Director

[Signature Page to the Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

**PURCHASER AFFILIATE:**

1WORLDSYNC, INC.

By:   
Name: Morad Elhafed  
Title: Treasurer

[Signature Page to the Intellectual Property Assignment Agreement]



**ANNEX A**

**Assigned Trademarks, Patents, Copyrights, and Domain Names**

- Software product entitled “Data Sync Direct”
- Software product entitled “SyncManager”
- Software product entitled “Product Portfolio”
- Software product entitled “Data Sync Direct Services”
- Software product entitled “SyncManager Services”
- Application for Registration of the “SYNCMANAGER & Design” trademark, Canadian Application number 1723943

<b>Trademark</b>	<b>Country</b>	<b>Class(es)</b>	<b>App #</b>	<b>Reg #</b>	<b>Status</b>	<b>Owner</b>
DATASYNC DIRECT	European Union	35, 42	014820179	014820179	Registered	Lansa Holdings, Inc.
SYNCMANAGER & Design	Australia	9, 35, 38, 42	1679487	1679487	Registered	Lansa Holdings, Inc.
SYNCMANAGER & Design	European Union	9, 35, 38, 42	013814702	013814702	Registered	Lansa Holdings, Inc.
SYNCMANAGER & Design	Japan	9, 35, 38, 42	2015-060390	5855068	Registered	Lansa Holdings, Inc.
SYNCMANAGER & Design	United States	9, 35, 38, 42	86/617,225	5,332,372	Registered	Lansa Holdings, Inc.

- The following registered trademarks:

<b>Owner</b>	<b>Domain Name</b>	<b>Registrant</b>
LANSAs Holdings. Inc.	datasync.direct	GoDaddy
LANSAs Holdings. Inc.	datasyncdirect.com	GoDaddy
LANSAs Holdings. Inc.	syncmanager.com	GoDaddy