

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591559

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tricentis CapIO, LLC		08/03/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Tricentis Americas, Inc.		
Street Address:	3424 Peachtree Road, Suite 1000		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5749343	CAPIO	
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>			
Phone:	4046159990		
Email:	legal.us@tricentis.com		
Correspondent Name:	Matthew Kim		
Address Line 1:	3424 Peachtree Road		
Address Line 2:	Suite 1000		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Matthew Kim		
SIGNATURE:	/Matthew Kim/		
DATE SIGNED:	08/12/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of August 3, 2020 (the "Effective Date"), is made by and between Tricentis CapIO, LLC, a Delaware limited liability company (formerly known as Cougar Merger Sub, LLC) with a principal place of business at 3424 Peachtree Road NE Suite 1000, Atlanta, GA 30326 ("Assignor"), and Tricentis Americas, Inc. a Delaware corporation with a principal place of business at 3424 Peachtree Road NE Suite 1000, Atlanta, GA 30326 ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain agreement plan of merger dated as of July 17, 2020, CernaLabs, Inc., a Delaware corporation ("CernaLabs"), among other things, at the First Effective Time, Cougar Merger Sub., Inc. was merged with and into CernaLabs with CernaLabs continuing as the First Surviving Company, immediately followed with and into Assignor, with Assignor continuing as the surviving company of such merger (the "Second Merger", and together with the First Merger, the "Mergers") in accordance with the applicable provisions of Delaware Law (the "Merger Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein). Assignor has agreed to convey, assign, transfer and deliver to Assignee (an Affiliate of Parent), and Assignee has agreed to receive from Assignor, all of Assignor's right, title and interest in and to the Owned Intellectual Property; and

WHEREAS, pursuant to the Merger Agreement, each Assignor has agreed to assign to Assignee all Owned Intellectual Property, including, without limitation, including all of Assignor's right, title and interest in, to and under certain trademarks, any registrations thereof or applications therefor, as listed in Schedule A hereto, and all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the promises and covenants set forth herein and in the Merger Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to (a) the Trademarks, all issuances, extensions, and renewals thereof, (b) together with all causes of action, past, present and future related to the Trademarks, including all right to damages and profits, due or accrued, throughout the world, (c) 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 (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.

Section 1.2 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant trademark offices anywhere in the world.

Section 1.3 Power of Attorney. Assignor hereby irrevocably grants Assignee power of attorney to execute and deliver any of the documents referenced in Section 1.2 on Assignor's behalf in its name and to do all other lawfully permitted acts to transfer the assigned Trademarks to Assignee and further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Assignor's subsequent incapacity.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE MERGER AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment and the Merger Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page and Schedule Follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be duly executed by its respective authorized representative as of the date first set forth above.

TRICENTIS CAPIO, LLC

By: DocuSigned by:
Mike Vandiver
BF32E08E95C74A7...

Mike Vandiver

CFO

TRICENTIS AMERICAS, INC.

By: DocuSigned by:
Mike Vandiver
BF32E08E95C74A7...

Mike Vandiver

CFO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Mark	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
CAPIO	Tricentis CapIO, LLC	United States	88082969	17-AUG-2018	5749343	14-MAY-2019

[Schedule A to Trademark Assignment Agreement]