

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM595159

<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>
Redbeam, Inc.		09/01/2020	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Strategic Systems & Technology Corporation, Inc.		
<b>Street Address:</b>	3325 Paddocks Parkway, Suite 250		
<b>City:</b>	Suwanee		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30024		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4493375	TRACKING MADE EASY	
<b>Registration Number:</b>	3418831	REDBEAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7702369785		
<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>	770-822-0900		
<b>Email:</b>	khart@atclawfirm.com		
<b>Correspondent Name:</b>	Kathleen Hart, Esq.		
<b>Address Line 1:</b>	1960 Satellite Blvd.		
<b>Address Line 2:</b>	One Sugarloaf Centre, Suite 4000		
<b>Address Line 4:</b>	Duluth, GEORGIA 30097		
<b>NAME OF SUBMITTER:</b>	M. Kathleen Hart, Esq.		
<b>SIGNATURE:</b>	/mkh/		
<b>DATE SIGNED:</b>	09/01/2020		
<b>Total Attachments: 4</b>			
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source=Redbeam Asset Sale - Trademark Assignment Agreement 20200901#page2.tif			
source=Redbeam Asset Sale - Trademark Assignment Agreement 20200901#page3.tif			
source=Redbeam Asset Sale - Trademark Assignment Agreement 20200901#page4.tif			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of September 1, 2020, is by and between **REDBEAM, INC.**, a Florida corporation ("Assignor"), and **STRATEGIC SYSTEMS & TECHNOLOGY CORPORATION, INC.**, a Florida corporation ("Assignee").

### **Statement of Background**

Assignor has certain rights, title, and interest in and to the trademarks and service marks listed on Schedule A attached hereto and made a part hereof, together with the goodwill associated with such trademarks and services marks and all applications, registrations, renewals, and extensions thereof, if any (collectively, the "Marks"). Contemporaneously herewith, Assignor and Assignee have entered into a certain Bill of Sale and Blanket Transfer and Assignment (as amended, modified or supplemented, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Marks. Capitalized terms used herein that are not otherwise defined have the meanings ascribed to such terms in the Purchase Agreement.

### **Statement of Agreement**

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

1. **Assignment.** Assignor hereby irrevocably grants, transfers, assigns, and conveys to Assignee all its rights, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby.

2. **Further Assurances.** Assignor hereby agrees, without further consideration therefor, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

3. **Authorization to Record; Power of Attorney.** Assignor authorizes the appropriate authority or authorities whose duty it is to record trademark registrations, applications, and title thereto, to record the Marks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Assignment and at Assignee's expense. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity, or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances solely as necessary in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

4. Successors and Assigns. This Assignment will be binding upon Assignor and their respective successors and assigns and will inure to the benefit of Assignee and its successors and assigns.

5. Conflicts. Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of any party under the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

6. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Georgia, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

7. Counterparts. This Assignment may be executed in one or more counterparts, and each of which shall constitute an original instrument, but all such together shall constitute one and the same agreement. Signature by facsimile or emailed .PDF is hereby authorized.

[SEPARATE SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly authorized officer, as of the date first written above.

**ASSIGNOR:**

**REDBEAM, INC.**, a Florida corporation


By: 

Name: David Bissonnette

Title: President

**ASSIGNEE:**

**STRATEGIC SYSTEMS & TECHNOLOGY CORPORATION, INC.**, a Florida corporation

By: 

Name: Blake Mueller

Title: Chief Operating Officer

SCHEDULE A

MARKS

Mark	Type of Mark	Registration Number	Registration Date
TRACKING MADE EASY	Standard Characters	4493375	March 14, 2014
REDBEAM	Standard Characters	3418831	April 29, 2008

[SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT]