## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM598457

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	2	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Davisware, LLC			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	DWI, LLC		
Street Address:	514 Market Loop Road		
Internal Address:	Suite 111		
City:	West Dundee		
State/Country:	ILLINOIS		
Postal Code:	60118		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3910603	JETTRA
Registration Number:	3910602	WINTAC

#### CORRESPONDENCE DATA

Fax Number: 6172484000

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.

617-248-5000 Phone:

Email: tmadmin@choate.com

**Correspondent Name:** Daniel L. Scales

Address Line 1: Two International Place Address Line 2: Choate, Hall & Stewart, LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Daniel L. Scales
SIGNATURE:	/daniel I. scales/
DATE SIGNED:	09/18/2020

**Total Attachments: 4** 

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of September 18, 2020 by **Davisware**, **LLC** a Delaware limited liability company ("Assignor").

WHEREAS, Assignor owns the trademarks JETTRA® and WINTAC®, including the U.S. trademark registrations listed on Schedule A attached hereto along with any and all foreign corresponding trademark applications and registrations and all common rights related thereto (the "*Marks*");

WHEREAS, Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to **DWI**, **LLC**, a Delaware limited liability company ("Assignee"); and

WHEREAS, Assignee desires to acquire all worldwide rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

- 1. Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Marks and any registrations and applications for registration therefor, together with the goodwill of the business connected with and symbolized by the Marks. Such assignment includes, without limitation (i) all rights to existing and future causes of action and remedies related to the Marks, including without limitation, all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future, present and past infringements of the Marks; and (ii) any and all other rights and interests arising out of, in connection with, or in relation to the Marks, the same to be held and enjoyed by Assignor, its successors, assigns and other legal representatives, and further for Assignee to fully and entirely stand in the place of Assignor in all matters related thereto.
- 2. Assignor shall, and shall cause its employees, agents, and representatives, to take all actions and to execute such additional documents necessary to perfect and confirm Assignee's title in and to the Marks.
- 3. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Trademark Assignment to Assignee and to issue any certificates of registration in the name of Assignee and Assignor shall immediately upon full execution of this agreement submit this agreement for recordation with the U.S. Patent and Trademark Office. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned to Assignee, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

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- 4. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision.
- 5. This Trademark Assignment may be executed in counterparts (including by means of .pdf and facsimile), each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[Signature Page Follows]

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IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

Davisware, LLC

Name: Yennifer Day

Title: Chief Executive Officer

Acknowledged and accepted:

**DWI, LLC** 

Name Jennifer Davis

Title: Chief Executive Officer

## SCHEDULE A

# TRADEMARK ASSIGNMENT

Country	Mark	Reg. No.	Reg. Date	Classes
United States	JETTRA	3,910,603	01/25/2011	9
United States	WINTAC	3,910,602	01/25/2011	9

**RECORDED: 09/18/2020** 

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