

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605759

<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>
Encompass Technologies Development, Inc.		10/01/2020	Corporation: WYOMING
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Encompass Technologies Development, LLC		
<b>Street Address:</b>	5920 Yellowstone Road, Suite 1		
<b>City:</b>	Cheyenne		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	82009		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88210747	ENCOMPASS TECHNOLOGIES E8 ERP	
<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>	970-492-0000		
<b>Email:</b>	clanderson@crmiles.com		
<b>Correspondent Name:</b>	CR MILES P.C. Cheryl Anderson		
<b>Address Line 1:</b>	405 Mason Court, Ste 119		
<b>Address Line 4:</b>	Fort Collins, COLORADO 80524		
<b>NAME OF SUBMITTER:</b>	CHERYL ANDERSON		
<b>SIGNATURE:</b>	/cheryl anderson/		
<b>DATE SIGNED:</b>	10/29/2020		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Agreement") is entered into the 1<sup>st</sup> day of October, 2020, between and among Encompass Technologies Development, Inc., a Wyoming corporation, having its principal place of business at 5920 Yellowstone Road, Suite 1, Cheyenne, Wyoming 82009 ("Assignor") and Encompass Technologies Development, LLC, a Wyoming limited liability company, having its principal place of business at 5920 Yellowstone Road, Suite 1, Cheyenne, Wyoming 82009 ("Assignee").

WHEREAS, Assignor, is the owner of certain trademarks identified as follows:

Mark:	<b>ENCOMPASS TECHNOLOGIES E8 ERP &amp; Design</b>
Serial No.:	88210747
Filing Date:	November 29, 2018
Registration No.:	6170113
Registration Date:	October 6, 2020

and all common law rights accrued therein (hereinafter, the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all right, title, and interest in and to the Trademarks (including but not limited to, all registration rights worldwide), all goodwill residing in and associated with the Trademarks, and any other proprietary rights that may exist in the Trademarks.
2. Consideration. Assignor acknowledges receipt of \$10.00 or other good and valuable consideration from Assignee for the Assignment of the above-identified Trademarks.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest in the Trademarks;
  - (c) The Trademarks are free of any liens, security interests, encumbrances, or licenses;
  - (d) The Trademarks do not, to Assignor's knowledge, infringe the rights of any person or entity;

(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

(f) This Agreement is valid, binding and enforceable in accordance with its terms; and

(g) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. Governing Law. This Agreement shall be construed in accordance with Wyoming law.

9. Power to Insert. Assignor grants the firm of CR MILES P.C. or other designated agent, the power to insert on this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign trademark office for recordation of this document.

10. Agreement Binding. This Agreement shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere.

11. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date indicated above.

ASSIGNOR: ENCOMPASS TECHNOLOGIES DEVELOPMENT, INC.

By: 

Print Name: Jonathan W. O'Neil

Title: President

ASSIGNEE: ~~ENCOMPASS TECHNOLOGIES DEVELOPMENT, LLC~~

By: 

Print Name: Jonathan W. O'Neil

Title: President