

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IVDesk Minnesota, Inc.		10/15/2020	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Communications Systems, Inc.		
Street Address:	10900 Red Circle Drive		
City:	Minnetonka		
State/Country:	MINNESOTA		
Postal Code:	55343		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3674889	IVDESK	
Registration Number:	3710805	IVDESK	
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:	612-371-6225		
Email:	tmdocketing@ballardspahr.com		
Correspondent Name:	Jodi A. DeSchane		
Address Line 1:	2000 IDS Center, 80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Jodi A. DeSchane		
SIGNATURE:	/Jodi A. DeSchane/		
DATE SIGNED:	11/09/2020		
Total Attachments: 5			
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CH \$65.00 3674889

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), effective as of November 3, 2020, is made and entered into by and between Communications Systems, Inc., a Minnesota corporation (“**Assignee**”), and IVDesk Minnesota, Inc., a Minnesota corporation (“**Assignor**”).

WHEREAS, Assignor is the record owner of the trademarks identified on Exhibit A attached hereto and incorporated herein by reference (the “**Trademarks**”);

WHEREAS, Assignee and Alliance Management, LLC, a Minnesota limited liability company, solely in its capacity as the court-appointed receiver for Assignor and IVDesk Holdings, Inc. pursuant to Hennepin County District Court, File NO. 27-CV-20-12159 (“**Seller**”) have executed an Asset Purchase Agreement dated October 15, 2020 (the “**APA**”); and

WHEREAS, under the terms of the APA, Seller is conveying, transferring, and assigning to Assignee, among other assets, the Trademarks, and Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Subject to the terms and conditions of the APA, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee the Trademarks and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including, without limitation, any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor and Seller shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee.

3. Terms of the Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of and is subject to the terms and conditions of, the APA. In the event of any conflict between the terms of the APA and the terms of this Assignment, the terms of the APA shall prevail. Nothing contained in this Assignment shall be deemed to alter, modify, expand or diminish the terms or provisions of the APA.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

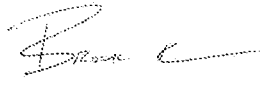
5. Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without giving effect to rules governing the conflict of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as the day and year first above written.

ASSIGNOR:

IVDesk Minnesota, Inc.

By: 

Name: Brock Kline

Title: Solely in his capacity as court-appointed Receiver

ASSIGNEE:

Communications Systems, Inc.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as the day and year first above written.

ASSIGNOR:

IVDesk Minnesota, Inc.

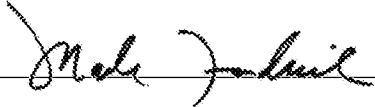
By: _____

Name: _____

Title: _____

ASSIGNEE:

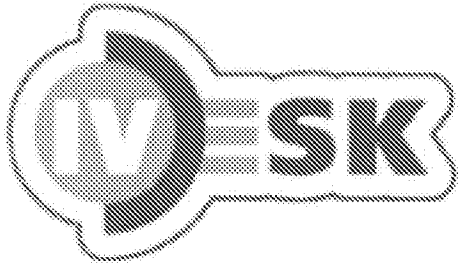
Communications Systems, Inc.

By:  _____

Name: Mark Fandrich

Title: CFO

EXHIBIT A

Mark	Country	Registration Number	Goods/Services
IVDESK	U.S.	3,674,889	Application service provider, namely, hosting computer software applications for use by others
	U.S.	3,710,805	Application service provider, namely, hosting computer software applications for use by others