

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM605688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Venio LLC		07/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Sovos Keystone, LLC		
Street Address:	200 Ballardvale St.		
Internal Address:	4th Floor		
City:	Wilmington		
State/Country:	MASSACHUSETTS		
Postal Code:	01887		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6092343	KUPS KEANE UNCLAIMED PROPERTY SYSTEM	
Registration Number:	3911089	KEANE	
Registration Number:	4232162	KEANE	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Montrell McCaskill		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Road, N.E.		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	29853-136998		
NAME OF SUBMITTER:	MONTRELL MCCASKILL		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	10/29/2020		
Total Attachments: 7			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered as of the 21st day of July, 2020, by and among Sovos Keystone, LLC a Delaware limited liability company (“Assignee”) and (b) Keane Holdings, Inc., Venio Holding Corp., Venio LLC, Keane UPRR LLC and Keane Financial, LLC (each, an “Assignor” and collectively, “Assignors”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), by and among Assignors, Assignee and the Seller Representative.

WHEREAS, Assignors and Assignee are parties to the Asset Purchase Agreement, pursuant to which each Assignor has agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee, and Assignee has agreed to purchase, accept, acquire and assume from each Assignor, all of the rights, title and interests in and to the Acquired Assets and the Assumed Liabilities, free and clear of any Liens (other than Permitted Liens) in exchange for the Purchase Price, on the terms and subject to the conditions of the Asset Purchase Agreement.

WHEREAS, in connection with the Asset Purchase Agreement and as part of the Acquired Assets, each Assignor has agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee all of the Business Intellectual Property, including any Owned Proprietary Rights, free and clear of any Liens (other than Permitted Liens), including: (i) the trademarks set forth on and attached hereto as **Exhibit A** (the “Trademarks”); (ii) the copyrights set forth on and attached hereto as **Exhibit A** (the “Copyrights”); (iii) the domain names set forth on and attached hereto as **Exhibit A** (the “Domain Names”); and (iv) the social media accounts, pages and handles set forth on and attached hereto as **Exhibit A** (the “Social Media Accounts”, and collectively with the Trademarks, the Copyrights, the Domain Names and the Social Media Accounts, the “Intellectual Property Assets”), on the terms and subject to the conditions of the Asset Purchase Agreement; and

WHEREAS, each Assignor and Assignee desire that the assignment of said rights in the Trademarks be made of record in the Intellectual Property Office of the United States Patent and Trademark Office, any state trademark offices, any foreign trademark offices and any other appropriate governmental or administrative offices, if and as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, any foreign copyright offices and any other appropriate governmental or administrative office, if and as the case may be.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, each Assignor and Assignee hereby agree pursuant to the Asset Purchase Agreement as follows:

1. **Assignment.** Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, its successors and assigns, free and clear of all Liens (other than Permitted Liens), all of such Assignor’s right, title and interest in and to the Business Intellectual Property, including any Owned Proprietary Rights, including goodwill of the Business, along with any income, royalties, damages and payments accrued, due or payable as of the Closing or thereafter with respect thereto (the “Purchased Proprietary Rights”), including the following assignments:

(a) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, all of such Assignor’s right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said

Trademarks, and the right to sue for and recover the same, free and clear of any Liens (other than Permitted Liens).

(b) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, absolutely with full title guarantee, all of such Assignor's right, title and interest in and to the Copyrights, including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of any Liens (other than Permitted Liens). Each Assignor hereby waives any claim that such Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) Each Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, absolutely with full title guarantee, all of such Assignor's right, title and interest in and to the Domain Names and Social Media Accounts, free and clear of all Liens (other than Permitted Liens).

2. **Cooperation and Recordation.** Each Assignor hereby agrees to cooperate, and cause its Affiliates to cooperate, with Assignee, as reasonably necessary to give full effect to and perfect the rights of Assignee in the Purchased Proprietary Rights, and each Assignor agrees to execute and deliver, and cause to be executed and delivered, any and all documents and instruments and, at Assignee's expense, to take all such other actions as Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including cooperating fully with Assignee to perfect the transfer of the Purchased Proprietary Rights and, if reasonable and appropriate, to assure that the transfer of the Intellectual Property Assets are properly recorded at any appropriate administrative agency or registry, including the Intellectual Property Office of the United States Patent and Trademark Office.

3. **Delivery of Tangible Items.** Each Assignor shall arrange, at the cost and expense of Assignors, for prompt delivery of prosecution files, documents and other tangible embodiments of the Purchased Proprietary Rights, if any, that are in the possession or control of such Assignor or any of its Affiliates.

4. **Maintenance.** Each Assignor agrees to take, and use commercially reasonable efforts to cause such Assignor's attorneys and agents who maintain and prosecute the Purchased Proprietary Rights to take, at the cost and expense of such Assignor, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Purchased Proprietary Rights in full force and in effect in the interim until Assignee takes full control over the prosecution and maintenance of the Purchased Proprietary Rights; provided that Assignee shall take full control over the prosecution and maintenance of the Purchased Proprietary Rights promptly upon execution of this Agreement.

5. **Conflicting Terms.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and indemnities therein). This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any

conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

6. **Miscellaneous.**

(a) Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

(b) Section 10.1, Section 10.2, Section 10.4 through Section 10.6, Section 10.11 through Section 10.14, Section 10.16, Section 10.17 and Section 10.19 of the Asset Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

(c) This Agreement, the Asset Purchase Agreement (together with the Exhibits and Annexes thereto and the Seller Disclosure Schedule) and the Ancillary Agreements constitute the entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior representations, warranties, agreements and undertakings, both written and oral, among the parties or between any of them, with respect to the subject matter hereof or thereof.

(d) This Agreement may not be amended or modified, in whole or in part, except by an instrument signed in writing by each of Assignee and the Seller Representative.

(e) This Agreement may be executed in multiple counterparts, including via electronic transmission, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement shall become effective when the parties hereto shall have executed this Agreement. Any signature (including any electronic symbol or process attached to, or associated with, a Contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto, and any contract formation or record-keeping through electronic means shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, state laws based on the Uniform Electronic Transactions Act, and the Parties hereby waive any objection to the contrary.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNORS:

KEANE HOLDINGS INC.

DocuSigned by:
Kevin Ryan
By: _____
Name: Kevin Ryan
Title: Chief Executive Officer

VENIO HOLDING CORP.

DocuSigned by:
Kevin Ryan
By: _____
Name: Kevin Ryan
Title: Chief Executive Officer

VENIO LLC

DocuSigned by:
Kevin Ryan
By: _____
Name: Kevin Ryan
Title: Chief Executive Officer

KEANE UPRR LLC

DocuSigned by:
Kevin Ryan
By: _____
Name: Kevin Ryan
Title: Chief Executive Officer

KEANE FINANCIAL, LLC

DocuSigned by:
Kevin Ryan
By: _____
Name: Kevin Ryan
Title: Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ASSIGNEE:

SOVOS KEYSTONE, LLC

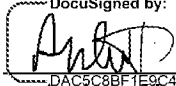



DocuSigned by:
By: 
Name: Andrew Hovancik
Title: Chief Executive Officer

Exhibit A
Intellectual Property Assets

Trademarks

MARK	SERIAL NO. / REG. NO. / JURISDICTION	FILING DATE / REG. DATE	OWNER OF RECORD	STATUS
	88/483,307 6,092,343 United States	June 21, 2019 June 30, 2020	Venio LLC DBA Keane	Registered
KEANE	85/061,693 3,911,089 United States	June 14, 2010 January 25, 2011	Venio LLC DBA Keane	Registered
	85/241,370 4,232,162 United States	February 14, 2011 October 30, 2012	Venio LLC DBA Keane	Registered
KEANE*	N/A 4,157,050 Hawaii	January 19, 2016 June 30, 2020	Venio LLC DBA Keane	Registered
	N/A N/A United States	N/A N/A	N/A	Unregistered

Copyrights

TITLE	TYPE OF WORK	REG. NO./ JURISDICTION	CREATION DATE/ REG. DATE	OWNER OF RECORD	STATUS
KEANOTES	Serial	TX0007078155 United States	2005 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007078144 United States	2006 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007078187 United States	2006 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007078201 United States	2007 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007077875 United States	2007 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007077900 United States	2007 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007077921 United States	2007 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007077946 United States	2008 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007077972 United States	2008 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007078078 United States	2008 December 5, 2008	Venio, LLC	Registered
KEANOTES	Serial	TX0007078112 United States	2008 December 5, 2008	Venio, LLC	Registered

Domain Names

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
KEANEUNCLAIMEDPROPERTY.COM	Keane	Network Solutions, LLC	January 3, 2021
KEANECO.COM	Keane	Network Solutions, LLC	June 6, 2021
KEANEUP.COM	Keane	Network Solutions, LLC	December 3, 2020
GOKEANE.COM	Keane	Network Solutions, LLC	June 6, 2021
KEANECOMPLIANCE.COM	Keane	Network Solutions, LLC	August 12, 2021
KEANOTES.COM	Keane	Network Solutions, LLC	February 1, 2023
GOKEANE.SITE	Private	Network Solutions, LLC	July 25, 2020

Social Media Accounts

ACCOUNT	HANDLE OR LINK		ESTABLISHMENT DATE
Twitter	@KeaneUP		May 2012
LinkedIn	www.linkedin.com/company/keane-1/		2010
Facebook	www.facebook.com/keaneup		January 2017