# OP \$65.00 4494170

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM616337 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT

12/31/2019

### **CONVEYING PARTY DATA**

| Name                 | Formerly | Execution Date | Entity Type           |
|----------------------|----------|----------------|-----------------------|
| Dominion Enterprises |          | 08/07/2020     | Corporation: VIRGINIA |

### **RECEIVING PARTY DATA**

| Name:           | DataOne, LLC                        |  |
|-----------------|-------------------------------------|--|
| Street Address: | 150 Granby Street                   |  |
| City:           | Norfolk                             |  |
| State/Country:  | VIRGINIA                            |  |
| Postal Code:    | 23510                               |  |
| Entity Type:    | Limited Liability Company: VIRGINIA |  |

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

| Property Type        | Number  | Word Mark          |
|----------------------|---------|--------------------|
| Registration Number: | 4494170 | DATAONE SOFTWARE   |
| Registration Number: | 4494171 | DATAONE SOFTWARE 1 |

### **CORRESPONDENCE DATA**

**Fax Number:** 

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.

Email: miskowitz@ktslaw.com

Correspondent Name: Mark Iskowittz, KIlpatrick Townsend
Address Line 1: 1100 Peachtree Street, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

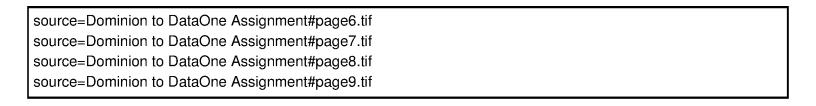
NAME OF SUBMITTER:Mark IskowitzSIGNATURE:/mji/DATE SIGNED:12/23/2020

**Total Attachments: 9** 

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# INSTRUMENT OF DISTRIBUTION, ASSIGNMENT AND ASSUMPTION

(DataOne Software Business)

THIS INSTRUMENT OF DISTRIBUTION, ASSIGNMENT AND ASSUMPTION ("Agreement") is made as of December 31, 2019 (the "Effective Time"), by and among DOMINION DEALER SOLUTIONS, LLC, a Virginia limited liability company ("Transferor"), DOMINION ENTERPRISES, a Virginia general partnership ("Dominion"), and DATAONE, LLC, a Virginia limited liability company ("Transferee").

### RECITALS:

- A. Transferor owns and operates as an internal division "DataOne Software", a business that compiles and licenses proprietary collections of automotive data and related materials (the "Covered Business").
- B. Transferor also owns and operates a number of other businesses, including, without limitation, a business that provides dealer management systems and customer relationship management solutions to automobile dealerships (collectively, the "<u>Excluded Businesses</u>").
  - C. Dominion is the sole member of Transferor and Transferee.
- D. Dominion and Transferor desire to separate the Covered Business from the Excluded Businesses by having (i) Transferor distribute to Dominion the assets of Transferor that Transferor uses or holds for use in the operation of the Covered Business, more specifically described and defined below as the Covered Assets, together with related liabilities and obligations, more specifically described and defined below as the Assumed Liabilities, (ii) Dominion accept the Covered Assets and assume the Assumed Liabilities, and (iii) Dominion subsequently contribute and assign to Transferee, as a contribution to capital, the Covered Assets and the Assumed Liabilities.
- E. Transferor, Dominion and Transferee have adopted resolutions authorizing the separation and distribution of the Covered Business on and subject to the terms and conditions set forth below (the "Approved Transfer").

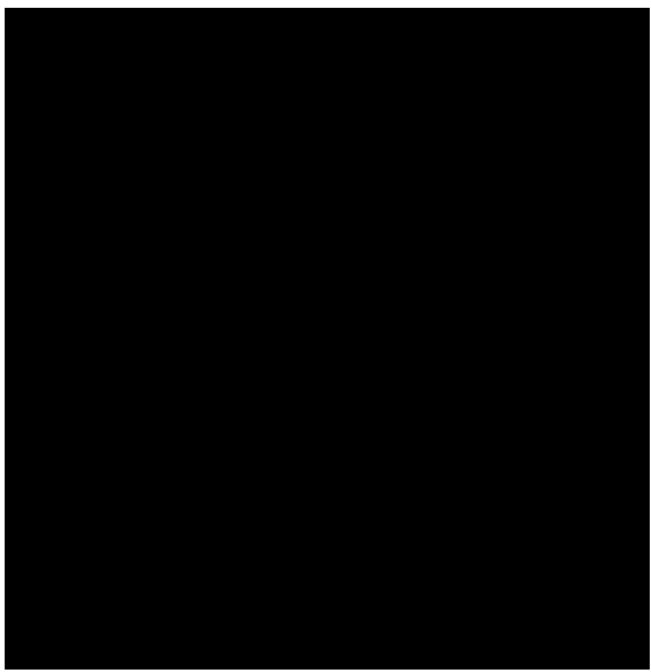
### AGREEMENT:

NOW, THEREFORE, with the foregoing incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Transfer of Covered Assets</u>. In furtherance of the Approved Transfer:
- (a) Transferor does hereby irrevocably assign, transfer, convey and deliver to Dominion, its successors and assigns, and Dominion accepts from Transferor, all of Transferor's right, title and interest in, to and under the following (and solely the following) assets of Transferor (collectively, the "Covered Assets"):

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REEL: 007196 FRAME: 0561





(C) the following intellectual property assets, and all goodwill associated therewith, including licenses and sublicenses granted or obtained with respect thereto, rights thereunder, remedies against infringements thereof, and rights to protection of interests therein, under the laws of all jurisdictions:

(1) the trademarks, service marks, trade names and assumed names set forth on <u>Schedule 6</u>;

(2) the domain names, URLs and Internet websites listed on <u>Schedule 7</u>;

(3) the proprietary software of the Covered Business listed on <u>Schedules 8</u>, together with all passwords, source code, object code, data and documentation;

(4) subject to Section 4, each other intellectual property asset, and all goodwill associated therewith, that is used or held for use in, and is material to, the operation of the Covered Business, including licenses and sublicenses granted or obtained with respect thereto, rights thereunder, remedies against infringement thereof, and rights to protection of interests therein, under the laws of all jurisdictions;



(I) all goodwill related to the Covered Business.

TO HAVE AND TO HOLD the Covered Assets and all right, title and interest therein, unto Dominion, its successors and assigns, for their exclusive use and benefit forever.



# 3. Contribution and Assignment to, and Assumption by, Transferee.

(a) Immediately after the actions described in Section 1 above (i.e., the assignment of the Covered Assets to Dominion), Dominion does hereby irrevocably assign, transfer, convey and deliver to Transferee, its successors and assigns, and Transferee accepts from Dominion, all of Dominion's right, title and interest in, to and under all of (and only) the Covered Assets, TO HAVE AND TO HOLD the Covered Assets, for their exclusive use and benefit forever.





# 5. Further Assurances.

(a) Each party covenants and agrees that it will, as often as reasonably requested to do so by the other party or its respective successors and assigns before the second anniversary of the date of this Agreement, execute, acknowledge and deliver such other instruments of conveyance, transfer and/or assumption, as appropriate, and take any other action as may reasonably be required to consummate or reflect the consummation of the transactions contemplated hereby, including, without limitation, (i) any actions by Transferor and/or Dominion as may be necessary or appropriate to more effectively assign, transfer, convey and deliver to (and vest in) Transferee, its successors and assigns, the Covered Assets, and (ii) any actions by Transferee as may be necessary or appropriate to more effectively assume and become responsible for the Assumed Liabilities. Without limiting the foregoing, if Transferee determines it is necessary or advisable to document the assignment of any of the Assigned Contracts through a separate instrument, each party agrees to execute and deliver the Confirmatory Assignment and Assumption of Contracts attached hereto as Exhibit B.



APPLICABLE JURISDICTION (OR SIMILAR FOREIGN LAWS) ARE HEREBY DISCLAIMED.

- 8. <u>Entire Agreement</u>. This Agreement, together with the Exhibits and Schedules, represents the complete understanding between the parties as to the subject matter hereof.
- 9. <u>Assignment</u>. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
- 10. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and by each party on a separate counterpart, each of which, when so executed and delivered, shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. In producing this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the person against whom enforcement is sought.
- 11. <u>Interpretation</u>. The parties have participated jointly in the negotiation and drafting of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.
- 12. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of laws provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

[Remainder of page intentionally left blank - signature page follows.]

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be duly executed and delivered in its name as of the Effective Time.

### TRANSFEROR:

DOMINION DEALER SOLUTIONS, LLC, a Virginia limited liability company

Bv

Guy R. Friddell, III Vice President

## DOMINION:

DOMINION ENTERPRISES, a Virginia general partnership

By:

Guy R. Friddell, III Executive Vice President

### TRANSFEREE:

DATAONE, LLC, a Virginia limited liability company

By:

Guy R. Friddell, III Vice President

# SCHEDULE 6

Trademarks, Service Marks, Trade Names and Assumed Names

(See attached.)

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# DataOne, LLC Trademarks

|                           |          |         | Information       |
|---------------------------|----------|---------|-------------------|
| Current                   |          |         | Information       |
| DataOne Software (Design) | Class 42 | 3/11/24 | Peg po 4 494 171  |
| DataOne Software (Word)   | Class 42 | 3/11/24 | Reg no. 4,494,170 |

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**RECORDED: 12/28/2020**