

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oasys, LLC		12/31/2020	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	AssetWorks Risk Management Inc.		
Street Address:	168 Industry Drive		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15275		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4028202	OASYS	
Registration Number:	4607878	OASYS	
Registration Number:	5506588	OASYS	
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>			
Email:	jillj@andrulaw.com		
Correspondent Name:	Benjamin R. Imhoff		
Address Line 1:	790 North Water Street		
Address Line 2:	Suite 2200		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Benjamin R. Imhoff		
SIGNATURE:	/Benjamin R. Imhoff/		
DATE SIGNED:	02/26/2021		
Total Attachments: 3			
source=2021-02-26_6910-00001_Assignment_Executed#page1.tif			
source=2021-02-26_6910-00001_Assignment_Executed#page2.tif			
source=2021-02-26_6910-00001_Assignment_Executed#page3.tif			

OP \$90.00 4028202

BILL OF SALE – IP ASSETS

This BILL OF SALE (this “**Bill of Sale**”) is entered into effective as of December 31, 2020 (the “**Effective Date**”) by OASYS, LLC, a Wisconsin limited liability company (the “**Seller**”) for the benefit of ASSETWORKS RISK MANAGEMENT INC., a Delaware corporation (the “**Purchaser**”), pursuant to a certain asset purchase agreement by and among the Seller, the Purchaser, and Martin Suchorski, dated the Effective Date (the “**Purchase Agreement**”).

The Seller and the Purchaser agree as follows:

1. Assignment. Subject to the representations and warranties set forth in **Section 3.1** of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Seller hereby sells, transfers, conveys, assigns and delivers to the Purchaser, free and clear of all Liens, all of the Seller’s rights, title and interests in and to the assets set forth in **Section 2.1** and listed on Schedule A of the Purchase Agreement (such Schedule A attached hereto and incorporated herein by reference), as well as all goodwill appurtenant thereto, all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation thereof, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all appurtenant goodwill associated therewith, but excluding any **Excluded Assets**, effective as of the Effective Date.
2. General. This Bill of Sale is given pursuant to the terms of the Purchase Agreement. The terms and conditions of the Purchase Agreement are incorporated herein by reference. All capitalized terms used herein not otherwise defined shall have the same meanings as set forth in the Purchase Agreement. In the event of a conflict or inconsistency between the provisions of this Bill of Sale and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bill of Sale as of the date first written above.

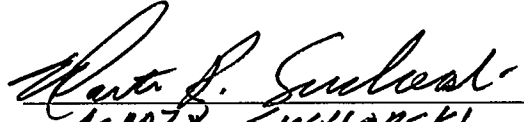
SELLER:

OASYS, LLC

By:

Name:

Title:



MARTY SUCHORSKI

OWNER

SCHEDULE A

Software and Intellectual Property

Software

The proprietary software known as OASYS current version 20.6. OASYS software provides best-of-breed solutions for the K-12 education community. Once licensed, OASYS software has different functions built in and available to the customers; those functions are activated based on options selected by customer and fees paid. Those functions in the OASYS software include Special Education data management, Section 504 data management, Medicaid reimbursement, MTSS which includes Response to Intervention (RtI) and Behavior tracking, and English Learner data management. OASYS' software interfaces with student information systems.

Copyright

None. OASYS claims copyrights on the run-time software, oasys-llc.com website, and internal source code. None of these are registered as this information frequently changes.

Trademarks; Domain Names

OASYS – 4,028,202 - class 009 – “software for use in database management in the field of special education management, student interventions, student medical reimbursement and tracking of students

OASYS – 4,607,878 - class 0042 – “providing a web site featuring on-line non-downloadable software that enables educational administrators and teachers to create forms, develop student academic and special intervention plans and individualized education plans (IEPs)

OASYS (updated palm logo) – 5,506,588
class 009 – “software for use in database management in the field of special education management, student interventions, student medical reimbursement and tracking of students
class 0042 – “providing a web site featuring on-line non-downloadable software that enables educational administrators and teachers to create forms, develop student academic and special intervention plans and individualized education plans (IEPs)

Domains:

Oasys.ws
Oasys.online.net
Oasyswaves.com
Oasys-llc.com

Patents

None.