

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cobalt Professional Services Network, LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Building Engines, Inc.		
Street Address:	33 Arch Street, Suite 3200		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88030583	#RFPSSUCK	
Serial Number:	88030597	RFPSSUCK	
Serial Number:	88030614	YOUR RFP PROCESS, REIMAGINED.	
Serial Number:	88030621	RFPS REIMAGINED.	
Registration Number:	5596669	SYNLIO	
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:	6179372347		
Email:	trademarks@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	1299 Pennsylvania Avenue, Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Brian J. Focarino		
SIGNATURE:	/Brian J. Focarino/		
DATE SIGNED:	03/29/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the “*Assignment*”) is made and entered into this 31st day of October, 2019 (the “*Effective Date*”), by and between Cobalt Professional Services Network, LLC, a limited liability company organized under the laws of Delaware (“*Assignor*”) and Building Engines, Inc., a Delaware corporation (“*Assignee*”).

RECITALS

WHEREAS, Assignor, certain Members of Assignor, and Assignee are parties to that certain Asset Purchase Agreement dated as of October 31, 2019 (the “*Asset Purchase Agreement*”). Capitalized terms used herein, unless otherwise defined herein, will have the meanings ascribed to them in the Asset Purchase Agreement;

WHEREAS, the Asset Purchase Agreement provides for the sale by Assignor of certain property more particularly described in the Asset Purchase Agreement to Assignee in exchange for the Total Purchase Price, as calculated pursuant to Section 1 of the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has agreed to assign to Assignee all Intellectual Property and Intellectual Property Rights (including Registered IP) owned or purported to be owned by Assignor to Assignee, and Assignee has agreed to accept such assignment.

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

1. Sale, Transfer, Assignment, Delivery and Conveyance. Assignor does hereby absolutely, unconditionally and irrevocably sell, transfer, assign, deliver and otherwise convey to Assignee, and Assignee does hereby purchase, acquire and accept from Assignor, all of Assignor’s rights, title and interest, throughout the world, in, to and under any and all Intellectual Property and Intellectual Property Rights (including Registered IP) owned or purported to be owned, used or held for use, or purported to be used or held for use by Assignor, whether tangible or intangible, and in any form or medium, whether now known or existing or hereafter developed, together with all rights to payment and rights of action and defenses accrued, accruing and to accrue in respect of such Intellectual Property and Intellectual Property Rights (including Registered IP), including without limitation the right to: (a) collect all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing, and (b) sue or otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of Assignor in all matters related to all of the foregoing (collectively, the “*Assigned IP*,” which Assigned IP is reflected on Exhibit A attached hereto), in each case free and clear of any encumbrances (which for purposes of this Section 1, will mean any lien, pledge, mortgage, deed of trust or security interest). Assignor hereby waives any moral rights, or rights equivalent thereto, that Assignor may have in or to the Assigned IP worldwide and any such rights in or to any underlying works which exclusively or primarily relate to the Assigned IP, in each case without compensation or the need for further action by any Person. To the extent that the foregoing waiver is ineffective under applicable law, Assignor agrees that it will not assert such moral rights against Assignee or any other Person. This foregoing assignment is intended to be an absolute assignment and not by way of security. Assignor represents and warrants that, other than the Assigned IP, Assignor does not own, purport to own, use, hold for use, or purport to use or hold for use any Intellectual Property or Intellectual Property Rights (including Registered IP) whatsoever.

- 2. Consideration.** In consideration for the transfer made pursuant to Section 1, Assignor will receive certain consideration pursuant to, and as calculated in, the Asset Purchase Agreement.
- 3. Recordation and Further Actions.** Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.
- 4. Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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 govern.
- 5. Counterparts.** This Assignment may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) agreement. The exchange of a fully executed Assignment (in counterparts or otherwise) delivered electronically (including without limitation transmission by .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com)) shall be sufficient to bind the parties to the terms and conditions of this Assignment.
- 6. Successors and Assigns.** This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7. Further Assurances.** Assignor agrees (at no cost to Assignee) to: (i) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder and (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.
- 8. Entire Agreement.** This Assignment, together with the other applicable provisions of the Asset Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings).
- 9. Miscellaneous.** This Assignment, and any and all disputes directly or indirectly arising out of or relating to this Assignment, will be governed by and construed in accordance with the laws of the State of Delaware, without reference to the choice of law rules thereof. Any dispute, difference, controversy, claim or disagreement arising out of or in relation to this Assignment, its meaning, construction, effect, performance, breach, termination or post termination rights and obligations of the parties, or the claimed breach thereof (a "*Dispute*"), shall be determined under the terms and conditions of Section 9.6 of the Asset Purchase Agreement. Each of the parties to this Assignment hereby irrevocably consents to service of process or notices in the manner provided for notices in Section 9.3 of the Asset Purchase Agreement. Nothing in this Assignment shall affect the right of any party to this Assignment to serve process or notices in any other manner permitted by applicable Legal Requirement. If any provision of this Assignment is held unenforceable by a court of competent jurisdiction, the other provisions will remain in full force and effect. If legally permitted, the unenforceable provision will be replaced with an enforceable provision that as nearly as possible gives effect to the parties' intent. A waiver of rights under this Assignment will not be

effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. This Assignment may not be amended unless the amendment is in writing and signed by authorized representatives of both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

Building Engines, Inc.

By: Tim Curran
Name: Timothy Curran
Title: Chief Executive Officer

ASSIGNOR:

Cobalt Professional Services Network LLC

By: The Missing Link Group LLC, its Manager

By: _____
Name: Oliver Keller
Title: Manager

[SIGNATURE PAGE TO IP ASSIGNMENT]

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

Building Engines, Inc.

By: _____

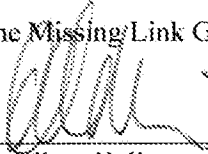
Name: Timothy Curran

Title: Chief Executive Officer

ASSIGNOR:

Cobalt Professional Services Network LLC

By: The Missing Link Group LLC, its Manager

By:  _____

Name: Oliver Keller

Title: Manager

[SIGNATURE PAGE TO IP ASSIGNMENT]

EXHIBIT A
ASSIGNED IP

(See Schedule 1.1(a) of the Asset Purchase Agreement)

Schedule 1.1(a)

Transferred IP

Seller Products:

1. SaaS RFP Automation Platform; and
2. The Synlio Provider Marketplace.

Patents and trademarks:

1. Pending patent (application filed on 6/26/2018 under U.S. Pat. App. Ser. No. 16/019259): RFP Management System, PTAS 504978530, on file with the United States Patent and Trademark Office;
2. Pending trademark application: “#RFPsSuck”, service mark, on file with the United States Patent and Trademark Office;
3. Pending trademark application: “RFPs Reimagined”, service mark, on file with the United States Patent and Trademark Office;
4. Pending trademark application: “RFPsSuck”, service mark, on file with the United States Patent and Trademark Office;
5. Pending trademark application: “Your RFP Process, Reimagined”, service mark, on file with the United States Patent and Trademark Office; and
6. Trademark: “Synlio”, US Trademark Registration 5,596,669, service mark, on file with the United States Patent and Trademark Office.

Domain Names:

1. Synl.io (GoDaddy);
2. Synlio.com (GoDaddy);
3. Synlio.info (GoDaddy);
4. Synlio.net (GoDaddy);
5. Synlio.org (GoDaddy);
6. Rfpsuck.com (Namecheap);
7. Rfpreimagined.com (Namecheap);
8. Cblt.io (Namecheap); and
9. Cobalt-pro.com (Namecheap).