

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sciengistics, Inc.		09/11/2018	Corporation: IOWA
RECEIVING PARTY DATA			
Name:	ARCOS LLC		
Street Address:	445 Hutchinson Ave., Ste. 600		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43235		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4649035	MANAGE PEOPLE, NOT PAPER	
Registration Number:	3672094	ROSTERAPPS	
Registration Number:	2658945	SCIENGISTICS	
Registration Number:	2615216	STATIONAPPS	
CORRESPONDENCE DATA			
Fax Number:	6142272390		
<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:	6142272369		
Email:	ipdocketing@bricker.com		
Correspondent Name:	Gregory J. Krabacher		
Address Line 1:	100 S. Third St.		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	010890/155693		
NAME OF SUBMITTER:	Gregory J. Krabacher		
SIGNATURE:	/Gregory J. Krabacher/		
DATE SIGNED:	03/08/2021		
Total Attachments: 6			
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STOCK PURCHASE AGREEMENT

by and among

ARCOS LLC,

**THE SHAREHOLDERS OF SCIENGISTICS, INC.
LISTED IN EXHIBIT A ATTACHED HERETO,**

**THE OPTIONHOLDERS OF SCIENGISTICS, INC.
LISTED IN EXHIBIT B ATTACHED HERETO**

and

[REDACTED], as the SELLER REPRESENTATIVE

Dated as of September 11, 2018

“**Taxes Payable**” means all unpaid and payable, or accrued, income, franchise or sales Taxes of the Company as of the Closing Date, whether or not then due. The Financial Certificate sets forth the Taxes Payable (indicating the amount of each individual component of Taxes Payable and the Person or Governmental Authority to whom such Taxes Payable is owed).

“**Taxing Authority**” means any Governmental Authority responsible for the collection, administration, determination, assessment, enforcement or imposition of any Tax.

“**Third Party Claim**” has the meaning set forth in Section 8.2(b).

“**Threshold Amount**” has the meaning set forth in Section 2.4(c).

“**Trade Secrets**” means: (a) anything that would constitute a “trade secret” under applicable Law, and all other inventions (whether patentable or not), industrial designs, discoveries, improvements, ideas, designs, models, formulae, specifications, technologies, processes, algorithms, architectures, layouts, look-and-feel, methodologies, patterns, compilations, data collections, drawings, blueprints, mask works, devices, methods, techniques, processes, know-how, confidential information, proprietary information, research and development, compositions, customer lists, supplier lists, pricing and cost information, business and marketing plans and proposals where a trade secret under Law, software and technical information; and (b) moral and economic rights of authors and inventors in any of the foregoing.

“**Trademarks**” means trademarks, service marks, fictional business names, trade names, commercial names, certification marks, collective marks, Internet domain names and uniform resource locators and alphanumeric designations associated therewith and other proprietary rights to any words, names, slogans, symbols, logos, devices or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services; registrations, renewals, applications for registration, equivalents and counterparts of the foregoing; and any application in connection therewith, including any such registration, recording or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or political subdivision of such other country, and the goodwill of the business associated with each of the foregoing.

“**Transfer Taxes**” has the meaning set forth in Section 7.2.

“**Upfront Purchase Price**” has the meaning set forth in Section 2.2(a).

ARTICLE 2: PURCHASE AND SALE

2.1 **Purchase and Sale of the Shares.** At the Closing, (a) the Shareholders will sell, transfer, assign, convey and deliver to the Buyer all of the Shares of the Shareholders, free and clear of all Liens, (b) the Optionholders will execute and deliver Option Termination Agreements, substantially in the form set forth in Exhibit D, for cancellation of the Options, and (c) the Buyer will pay and deliver, or cause to be paid and delivered, the Upfront Purchase Price to the Sellers and take the other actions described in this Article 2.

2.2 **Purchase Price.**

(a) Subject to the adjustments set forth in Section 2.3, in full consideration for the purchase of the Shares and the cancellation of the Options, at the Closing, the Buyer will pay (or cause to be paid) to the Sellers an aggregate amount in cash equal to \$ [REDACTED] (in aggregate, the “**Gross Proceeds**”) plus (i) cash and cash equivalents of the Company as of the Closing (which shall also include any payment received by the Company from [REDACTED] in

the terms thereof or, to the Sellers' Knowledge, threatened to terminate, cancel or not renew any Material Contract.

5.14 **Permits.** Schedule 5.14 sets forth a true and complete list and description of all Permits issued to the Company and used in the conduct of its business. The Company is in compliance with the terms of such Permits, and all such Permits are in full force and effect. There is no pending or, to the Sellers' Knowledge, threatened termination, expiration or revocation of any such Permits. Neither the execution of this Agreement or the Ancillary Agreements, nor the performance by the Sellers of their obligations hereunder or thereunder will invalidate or adversely affect any such Permits. There are no other Permits that are necessary or required for the conduct of the business of the Company. The Company has not received any notice from any Governmental Authority that any of its properties, facilities, equipment, operations or business procedures or practices fails to comply in any material respect with any Permit.

5.15 **Intellectual Property.**

(a) Schedule 5.15(a) sets forth, with owner, countries, registration and application numbers and dates indicated, as applicable, and in the case of unregistered Trademarks, country of use and date of first use, a true, correct and complete list of all the following Owned Intellectual Property: (i) Patents and applications therefor; (ii) registered Copyrights and applications therefor; (iii) registered Trademarks, material unregistered Trademarks and applications for registration of Trademarks; (iv) Software; and (v) Domain Name registrations and applications therefor. All of the registered Owned Intellectual Property required to be listed in Schedule 5.15(a) is valid and enforceable. All fees associated with maintaining any Owned Intellectual Property required to be set forth in Schedule 5.15(a) have been paid in full in a timely manner to the proper Governmental Authority and, except as set forth in Schedule 5.15(a), no such fees are due within the three-month period after the Closing Date. Except as set forth in Schedule 5.15(a), all of the Owned Intellectual Property required to be listed in Schedule 5.15(a) for which registrations have been obtained by the Company has been duly registered with, filed in or issued by, as the case may be, the United States Patent and Trademark Office, the United States Copyright Office or other applicable filing offices, domestic or foreign, and such registrations, filings, issuances and other actions remain in full force and effect.

(b) Except pursuant to a Material Contract set forth in Schedule 5.13(a), all of the Intellectual Property used by the Company in the conduct of its business or otherwise in its possession is owned solely by the Company or is licensed to the Company for use, free from (i) any Liens (except for Permitted Exceptions) and (ii) any requirement of any past, present or future royalty payments, license fees, charges or other payments or conditions or restrictions whatsoever. Except pursuant to a Material Contract set forth in Schedule 5.13(a), the Company has not licensed or otherwise granted any right to any Person under any Owned Intellectual Property and has not otherwise agreed not to assert any such Owned Intellectual Property against any Person. Notwithstanding anything in this Agreement to the contrary and for the avoidance of doubt, Owned Intellectual Property does not include the employee and schedule information and data of any customer of the Company.

(c) All former and current consultants or contractors to the Company have executed and delivered valid written instruments that assign to the Company all rights to any Owned Intellectual Property developed by them in the course of their performing services for the Company. All employees of the Company who participated in the creation or contributed to the conception or development of Owned Intellectual Property relating to the business of the Company were employees of the Company at the time of rendering such services and such

services were within the scope of their employment or such employees have otherwise validly assigned such Owned Intellectual Property to the Company. No current or former shareholder, member, partner, director, manager, officer, employee, consultant, contractor, agent or other representative of the Company owns or claims any rights in (nor has any of them made application for) any Owned Intellectual Property owned or used by the Company.

(d) The Company has entered into confidentiality and nondisclosure agreements with all of its officers, employees, consultants, and contractors with access to the Trade Secrets of the Company to protect the confidentiality and value of such Trade Secrets, and to the Sellers' Knowledge there has not been any breach by any of the foregoing of any such agreement. The Company uses reasonable measures to maintain the secrecy of all Trade Secrets of the Company.

(e) The operation of the Company's business as currently conducted or any part thereof, including the possession, use, disclosure, copying or distribution of any information, data, products or other tangible or intangible in the possession of the Company, and the possession or use of the Owned Intellectual Property has not, does not, and will not infringe, misappropriate, or violate any Intellectual Property right of any other Person nor does or will the operation of the Company's business, as currently conducted, constitute unfair competition or deceptive or unfair trade practice. None of the Owned Intellectual Property is being infringed or otherwise used or available for use by any Person other than the Company, except pursuant to a Material Contract listed in **Schedule 5.13(a)**.

(f) No Action is pending or, to the Sellers' Knowledge, threatened that (i) challenges the rights of the Company in respect of any Intellectual Property or the scope of Intellectual Property, (ii) asserts that the operation of the business of the Company is, was or will be infringing or otherwise in violation of any Intellectual Property, or is (except as set forth in a Material Contract listed in **Schedule 5.13(a)**) required to pay any royalty, license fee, charge or other amount with regard to any Intellectual Property or (iii) claims that any default exists under any Material Contract set forth or required to be set forth in **Schedule 5.13(a)**. None of the Owned Intellectual Property is or has been subject to any Order, and Company has not been subject to any Order in respect of any other Person's Intellectual Property.

(g) The Company has complied at all times with all relevant requirements of any applicable data protection Law, Order or industry standard setting organizations, including compliance with the Company's own data protection principles, requests from data subjects for access to data held by the Company and any Law, Order or industry standard requirements relating to the registration of data users insofar as the same pertain to any aspect of the Company's business. The Company has not received any Order or other notification from a Governmental Authority regarding non-compliance or violation of any data protection principles or Law. No Person has claimed any compensation from the Company for the loss of or unauthorized disclosure or transfer of personal data, and to the Sellers' Knowledge, no facts or circumstances exist that might give rise to such a claim insofar as the same relate to the Company. To the Sellers' Knowledge, there has been no loss, damage or unauthorized access, use, modification, transmission or other misuse of any personally identifiable information by the Company or any of its employees or contractors.

(h) **Schedule 5.15(h)** lists all the Information Systems used by the Company and operated by any other Person. Except for the Internet and those Information Systems set forth in **Schedule 5.15(h)**, all Information Systems used by the Company are owned, controlled and operated by the Company and are not wholly or partly dependent upon any Information System of any other Person (other than the Internet). All Information Systems used by the Company are

Schedule 5.15(a)
Owned Intellectual Property

(i) Patents and applications:

1. None.

(ii) Registered Copyrights and applications:

1. None.

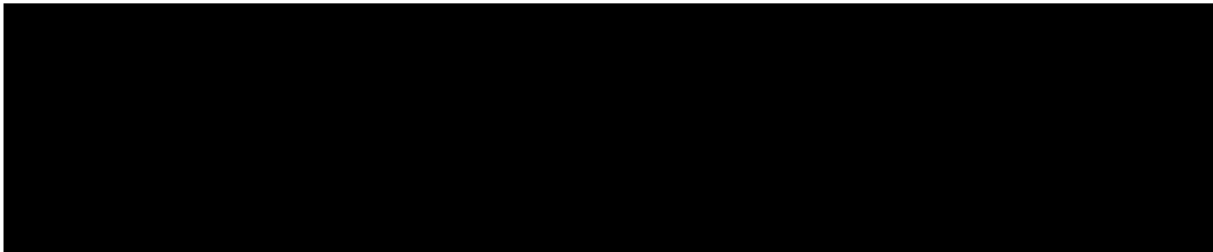
(iii) Registered Trademarks, material unregistered Trademarks and applications for registration of Trademarks:

MARK	APPLN NO.	REGN NO.	REGN DATE	OWNER	STATUS
MANAGE PEOPLE, NOT PAPER	86261954	4649035	12/2/14	Sciengistics, Inc.	Registered
ROSTERAPPS	77611959	3672094	8/25/09	Sciengistics, Inc.	Registered
SCIENGISTICS	76338239	2658945	12/10/02	Sciengistics, Inc. Assignment From: Sciengistics, LLC To: Sciengistics, Inc. Rcd: 7/1/03 R/F 2901/0007	Registered
STATIONAPPS	76340019	2615216	9/3/02	Sciengistics, Inc. Assignment From: Sciengistics, LLC To: Sciengistics, Inc. Rcd: 7/1/03 R/F 2901/0007	Abandoned

(iv) Software:

- All software and source code related to the RosterApps product.
- All software and source code related to the RotationApps product.
- All software and source code related to the StationApps product.

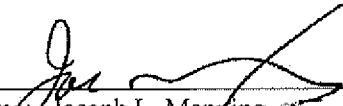
(v) Domain Name registrations and applications:



IN WITNESS WHEREOF, the Buyer, the Sellers and the Seller Representative have executed or have caused this Agreement to be executed as of the date first written above.

BUYER:

ARCOS LLC

By: 
Name: Joseph L. Manning
Title: Vice President and Secretary

[Signature Page to Stock Purchase Agreement]