

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Versify Solutions, Inc.		04/12/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MCG Versify Acquisition, LLC		
Street Address:	901 Marquette Avenue		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4090610	NETCOMPLIANCE	
Registration Number:	3160648	VERSIFY	
Registration Number:	4010117	VERSIFY INTELLIGENCE. EMPOWERED.	
CORRESPONDENCE DATA			
Fax Number:	6126046989		
<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:	6126046689		
Email:	tsitzmann@winthrop.com		
Correspondent Name:	Timothy D. Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	14130.1		
NAME OF SUBMITTER:	Timothy D. Sitzmann		
SIGNATURE:	/TDS/		
DATE SIGNED:	04/22/2021		
Total Attachments: 7			

OP \$90.00 4090610

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is entered into as of April 12, 2019 by and between MCG Versify Acquisition, LLC ("Assignee"), a Delaware limited liability company, and Versify Solutions, Inc., a Delaware corporation (collectively, "Assignor"). Assignor and Assignee may be referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

BACKGROUND

- A. Assignee and Assignor, among others, have entered into that certain Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), which provides for Assignor to sell, and Assignee to purchase from Assignor, substantially all of Assignor's assets and assume certain Liabilities and obligations of Assignor, as described in and on the terms and subject to the conditions therein.
- B. Pursuant to Section 2.1(j) of the Purchase Agreement, Assignor, on behalf of itself and its Affiliates, desires to convey, transfer, assign, deliver, and contribute to Assignee any and all of its and its Affiliates' right, title and interest and goodwill in and to (i) Patents, Marks, Copyrights, registrations and applications with respect thereto and all rights thereunder or in respect thereof, including, without limitation, the Patents, Marks and Copyrights listed on the attached Schedule 2.1(j) therewith; (ii) Trade Secrets, inventions, processes, know-how, proprietary information, all of the goodwill to the extent relating to the Business; (iii) Technology; (iv) other Intellectual Property, including other intangible assets associated with, owned, or otherwise used in connection with the Business (excluding any Third Party Software); and (v) all Intellectual Property Rights arising from the Business Intellectual Property (collectively, the "Assigned Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agrees as follows:

1. Assignment. Assignor, on behalf of itself and its Affiliates, hereby irrevocably assigns, conveys, transfers, delivers and contributes unto Assignee, and Assignee hereby acquires and accepts, any and all of Assignor's and its Affiliates' right, title, and interest worldwide in and to the Assigned Intellectual Property, free and clear of all Liens, together with (a) all goodwill associated therewith; (b) all benefits, privileges and rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to it by law, treaty, or other international convention, including all rights to apply for and maintain registrations and renewals of the Assigned Intellectual Property; and (c) all rights, interests, claims, and demands recoverable in law or in equity that Assignor or its Affiliates have or may have in profits and damages for past, present, and future infringements, misappropriations or other violations thereof, including but not limited to the right to compromise, sue for, and collect said profits and damages.
2. Further Assurances. Assignor hereby agrees to, and to cause its Affiliates and its and their respective employees and service providers to, execute all documents, papers, forms and authorizations and take all other action that may be reasonably necessary for fully carrying out the purposes hereof and securing, completing, or vesting in Assignee, or confirming, evidencing, perfecting, maintaining, enforcing and protecting Assignee's, full right, title and interest in and to the Assigned Intellectual Property.

3. Power and Authority. Each Party represents and warrants that it has full power to enter into this Assignment and perform its obligations hereunder.
4. Inconsistent Provisions. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations, indemnities or, in general, any of the rights and remedies, or any of the obligations set forth in the Purchase Agreement. This Assignment is only intended to effect the transfer of the Assigned Intellectual Property in connection with the transactions contemplated by the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall govern.
5. Governing Law; Venue; Jurisdiction. This Assignment, the legal relations between the Parties and any proceeding, whether contractual or non-contractual, instituted by any Party with respect to matters arising under or growing out of or in connection with or in respect of this Assignment shall be governed by and construed in accordance with the laws of the state specified in the Purchase Agreement.
6. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts together shall constitute but one agreement. Any facsimile, portable document format or electronically transmitted copies hereof or signature hereon shall, for all purposes, be deemed originals.


[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first above written.

ASSIGNOR:

VERSIFY SOLUTIONS, INC.

Signed: 
By: Mark Rossi
Its: Chief Executive Officer

ASSIGNEE:

MCG VERSIFY ACQUISITION, LLC

Signed: _____
By: Micheal Prickett
Its: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the Parties have executed this Intellectual Property Assignment as of the date first above written.

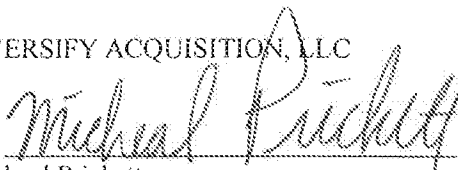
ASSIGNOR:

VERSIY SOLUTIONS, INC.

Signed: _____
By: Mark Rossi
Its: Chief Executive Officer

ASSIGNEE:

MCG VERSIFY ACQUISITION, LLC

Signed:  _____
By: Micheal Prickett
Its: Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

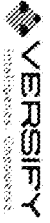
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REEL: 007267 FRAME: 0368

Schedule 2.1(i)

Registered IP

Patents				
Country	App. No.	Patent No.	Filed	Notes
US	61/064,483		07-Mar-2008	Expired
US	12/399,682	8,606,686	06-Mar-2009	
US	14/071,268		04-Nov-2013	Abandoned
US	14/886,699		19-Oct-2015	Abandoned
US	61/034,912		07-Mar-2008	Expired
US	12/399,689	8,965,719	06-Mar-2009	
US	14/605,629		26-Jan-2015	Notice of Appeal Filed
US	16/011,293		18-Jun-2018	Pending
US	61/051,313		07-May-2008	Expired
US	12/437,388		07-May-2009	Abandoned
US	14/935,106		06-Nov-2015	Abandoned
US	15/882,424		29-Jan-2018	Abandoned
WO	PCT/US09/02824		07-May-2009	WO 2009/137070
CA	2,723,634		07-May-2009	Not Yet Issued
US	61/048,065		25-Apr-2008	Expired
US	12/430,515	8,761,948	27-Apr-2009	
US	14/276,590		13-May-2014	Notice of Appeal Filed
US	16/294,794		06-Mar-2019	
US	61/075,742		25-Jun-2008	Expired
US	12/492,012	8,260,468 8,260,468 B2	25-Jun-2009	
US	13/556,535	9,805,325	24-Jul-2012	
US	14/471,723	9,052,732	28-Aug-2014	
US	14/712,532		14-May-2015	Abandoned
WO	PCT/US09/003765		25-Jun-2009	WO 2010/008479
CA	2,728,091		25-Jun-2009	Not Yet Issued

Trademark Records:

Mark	Country	App. No. / Date	Reg. No. / Date	Status	Class/Goods and Services	Owner
NETCOMPLIANCE	US	85343586 10-JUN-2011	4090610 24-JAN-2012	Registered	42 PROVIDING NON-DOWNLOADABLE SOFTWARE FOR MONITORING, AUDITING AND REPORTING REGULATORY COMPLIANCE ACROSS COMPUTER DATABASES AND SERVERS IN THE ELECTRIC POWER INDUSTRY	VERSIFY SOLUTIONS, INC.
SMARTSTAT	US	85334631 31-MAY-2011	4090463 24-JAN-2012	Cancelled	42 PROVIDING ON-LINE, NON-DOWNLOADABLE SOFTWARE THAT CONTAINS PREDICTIVE ANALYTICAL MODELS FOR USE BY POWER TRADERS IN THE ELECTRIC POWER INDUSTRY	VERSIFY SOLUTIONS, INC.
VERSIFY INTELLIGENCE. EMPOWERED	US	77950921 04-MAR-2010	4010117 09-AUG-2011	Registered	9 COMPUTER SOFTWARE FOR TRADING AND PORTFOLIO MANAGEMENT IN THE ENERGY INDUSTRY	VERSIFY SOLUTIONS, INC.
						
V-RENEW	US	77871585 12-NOV-2009	3810732 29-JUN-2010	Cancelled	9 SOFTWARE FOR MONITORING, MANAGING, ANALYZING THE PERFORMANCE OF, AND REPORTING ON, WIND FARM AND OTHER RENEWABLE ENERGY OPERATIONS	VERSIFY SOLUTIONS, INC.

TRADEMARK

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					PROVIDING ONLINE NON-DOWNLOADABLE SOFTWARE FOR USE BY OTHERS IN THE MONITORING, MANAGING, ANALYZING THE PERFORMANCE OF, AND REPORTING ON, WIND FARM AND OTHER RENEWABLE ENERGY OPERATIONS	
VERSIFY	US		3160648			VERSIFY SOLUTIONS, INC.
V-PERFORMANCE	US		3517287			VERSIFY SOLUTIONS, INC.
V-TRADER	US		3521477			VERSIFY SOLUTIONS, INC.

US Registered Copyrights

Reg. No.	Reg. Date	Owner
V 3596 D687 P1-8	24-Nov-2010	Verify Solutions, Inc.