

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642105

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Koger, Inc.		04/23/2021	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	HWM Financial Solutions Limited		
Street Address:	The Black Church		
Internal Address:	St. Mary's Place		
City:	Dublin		
State/Country:	IRELAND		
Entity Type:	Private Limited Company: IRELAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4079182	ETAS	
Registration Number:	3997411	GRID	
Registration Number:	4044171	IKAS	
Registration Number:	4015299	KOGER	
Registration Number:	3997382	NTAS	
Registration Number:	4214895	PENTAS	
Registration Number:	3997381	PTAS	
CORRESPONDENCE DATA			
Fax Number:	6172890809		
<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:	202-536-1758		
Email:	trademarks@brownrudnick.com		
Correspondent Name:	Vincent J. Badolato		
Address Line 1:	Brown Rudnick LLP		
Address Line 2:	601 Thirteenth Street NW Suite 600		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	036271.0001		
NAME OF SUBMITTER:	Vincent J. Badolato		
SIGNATURE:	/Vincent J Badolato/		

CH \$190.00 4079182

DATE SIGNED:	04/26/2021
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Total Attachments: 5

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EXHIBIT C

BRAND AND TRADEMARK ASSIGNMENT AGREEMENT

THIS BRAND AND TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is being delivered as of this 23rd day of April, 2021, by and between KOGER, INC., a New Jersey corporation (“**Assignor**”), acting by and through Charles M. Forman, the court-appointed Special Fiscal Agent of Assignor (“**SFA**”), and HWM FINANCIAL SOLUTIONS LIMITED, a private company limited by shares incorporated under the laws of Ireland (together with its successors and assigns, collectively, “**Assignee**”), pursuant to the terms of that certain Asset Purchase Agreement dated as of 3 February, 2021, by and among Assignor, Assignee, SFA and each of HWM INTERNATIONAL LIMITED, a private company limited by shares incorporated under the laws of the Cayman Islands (“**Buyer 2**”), HWM USA INC., a Delaware corporation (“**Buyer 3**”) and HWM TECHNOLOGY SLOVAKIA S.R.O. a company incorporated under the laws of Slovakia (“**Buyer 4**”) (the “**Agreement**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably assign, transfer and convey unto Assignee, its successors and assigns, all of Assignor’s right, title and interest, in perpetuity, whether now known or hereafter created, throughout the universe, in and to the Acquired Brands, including, without limitation, all registered trademarks, registered service marks, trademark and service mark applications, unregistered trademarks and service marks, registered trade names and unregistered trade names, corporate names, fictitious names, registered trade dress and unregistered trade dress, logos, slogans, Internet domain names, rights in telephone numbers and text numbers and codes, and other indicia of source, origin, endorsement, sponsorship or certification, together with all translations, adaptations, derivations, combinations and renewals thereof in the United States and all countries and jurisdictions foreign thereto, in which Assignor possesses any rights and/or ownership interests, including, without limitation, all of the trademarks, service marks and trade names registered, or the subject of an application for registration, in the United States Patent and Trademark Office, as set forth on **Schedule A** attached hereto, together with any and all renewals and extensions thereof (collectively, the “**Trademarks**”), together with the goodwill attendant of Assignor’s ongoing and existing business associated therewith, appurtenant thereto, and symbolized thereby, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment has not been made, along with (to the fullest extent permitted by law) any and all claims for past infringement, and Assignor’s right to initiate suit and obtain damages and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation, whether prior to or subsequent to the date hereof, of any of such Trademarks, or of any proprietary or other rights in any or all such Trademarks.

TO HAVE AND TO HOLD the aforementioned properties, assets and rights unto Assignee, its successors and assigns, to and for its use forever.

Subject to the terms and conditions of the Agreement, Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and

assigns may reasonably request to permit Assignee and/or its successors or assigns to record the assignment covered by this Assignment or any other documents which Assignee, or any of its successors or assigns, may reasonably deem necessary, appropriate or desirable to evidence or effectuate the terms or intent of this Assignment.

Assignor further covenants and agrees that it, as well as its current and future parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns and legal representatives, will at any time upon Assignee's reasonable request communicate to Assignee or its representatives any facts relating to the Trademarks and the history and status thereof, which are known, or become known, to Assignor or its current or future parents, subsidiaries, affiliates, principals, officers, directors, owners, shareholders, successors, assigns or legal representatives.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of New Jersey without regard to the principles of conflict of laws. The parties hereto irrevocably consent to the jurisdiction of the state and federal courts for Bergen County, New Jersey, in connection with any action or proceeding arising out of or relating to this Assignment, and agree that venue shall be proper in either court to the exclusion of the courts in any other state or country. The parties further agree that such designated forum is proper and convenient.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Execution and delivery of this Assignment by delivery of a facsimile or electronically recorded copy (including a .pdf file) bearing a copy of the signature of a party shall constitute a valid and binding execution and delivery of this Assignment by such party. Such copies shall constitute enforceable original documents.

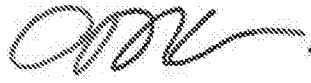
This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns, as the case may be, of Assignor and of Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Brand and Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

ASSIGNOR:

KOGER, INC.

By:  _____

Name: Charles M. Forman

Title: Special Fiscal Agent

ASSIGNEE:

HWM FINANCIAL SOLUTIONS LIMITED

By: _____

Name:

Title:

Signature Page to Brand and Trademark Assignment Agreement

TRADEMARK
REEL: 007270 FRAME: 0792

Execution Version

IN WITNESS WHEREOF, Assignor has caused this Brand and Trademark Assignment Agreement to be duly executed and delivered as of the date first written above.

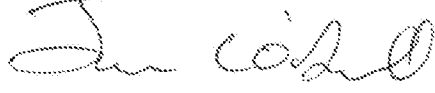
ASSIGNOR:

KOGER, INC.

By: _____
Name:
Title:

ASSIGNEE:

HWM FINANCIAL SOLUTIONS LIMITED

By: 
Name: JAMES C O'SULLIVAN
Title: DIRECTOR

Signature Page to Brand and Trademark Assignment Agreement

SCHEDULE A
TRADEMARKS

REGISTERED TRADEMARKS

Trademark	Country	Registration Number	Registration Date	Next Renewal	Goods/Services
ETAS	United States	4,079,182	01/03/2012	01/03/2022	42 Int. Non-downloadable computer software for use in the financial and investment fields to record investment transactions, to monitor investment fund rules, to calculate performance and management fees, to post trades, to create reports to investors, and to allow investors to retrieve trade confirmations, statements and investment reports online.
GRID	United States	3,997,411	07/19/2011	07/19/2021	09 Int. Computer software to process and transfer financial investment data.
IKAS	United States	4,044,171	10/25/2011	10/25/2021	09 Int. Computer software for investment fund portfolio valuations and investment fund administration and accounting.
KOGER	United States	4,015,299	08/23/2011	08/23/2021	09 Int. Computer software for use in the financial and investment fields to administer investment funds, to record investment transactions, to monitor investment fund rules, to calculate performance and management fees, to create reports to investors; to track contributions to retirement investments and funds, to monitor benefits and distributions, to track beneficiaries, to provide allocations of assets among various investments and funds, for investment fund portfolio valuations and investment fund administration and accounting, to process and transfer financial investment data, for use in the financial and investment fields to calculate and store multiple ask and bid prices for securities, to calculate performance fees and to resolve issues of investment allocation. 42 Int. Non-downloadable computer software for use in the financial and investment fields to record investment transactions, to monitor investment fund rules, to calculate performance and management fees, to post trades, to allow investors to retrieve trade confirmations, statements and investment reports online, and to create reports to investors.
NTAS	United States	3,997,382	07/19/2011	07/19/2021	09 Int. Computer software for use in the financial and investment fields to administer investment funds, to record investment transactions, to monitor investment fund rules, to calculate performance and management fees and to create reports to investors.
PENTAS	United States	4,214,895	09/25/2012	09/25/2022	09 Int. Computer software for the administration and management of Private Equity funds.
PTAS	United States	3,997,381	07/19/2011	07/19/2021	09 Int. Computer software to track contributions to retirement investments and funds, to monitor benefits and distributions, to track beneficiaries, and to provide allocations of assets among various investments and funds.

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