

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Servizio, LLC		05/17/2021	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	PTC Inc.		
Street Address:	121 SEAPORT BLVD		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02210		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5536790	SERVICE PLANNING KEYSTONE	
Registration Number:	5536789	SERVICE PLANNING ACADEMY	
Registration Number:	5515025	SERVIZIO	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	8037992000		
Email:	meredith.ridley@nelsonmullins.com		
Correspondent Name:	John C. McElwaine		
Address Line 1:	301 S. College Street		
Address Line 2:	Suite 2300, IP Department		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	John C. McElwaine		
SIGNATURE:	/John C. McElwaine/		
DATE SIGNED:	08/09/2021		
Total Attachments: 10			
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page1.tif			
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page2.tif			

CH \$90.00 5536790

source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page3.tif
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page4.tif
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page5.tif
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page6.tif
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page7.tif
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page8.tif
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page9.tif
source=Servizio - Asset Purchase Agreement - PTC - Project Silver (Execution Copy).docx_Extract#page10.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of May 17, 2021, is entered into by and between Servizio, LLC, an Oregon limited liability company ("**Seller**"), Sanjay Jagdale "**Sanjay**" and Traci White "**Traci**" (Sanjay and Traci, collectively "**Members**"), and PTC Inc., a Massachusetts corporation ("**Buyer**").

RECITALS

WHEREAS, Seller is engaged in the business of providing consulting services, including in the areas of service parts-specific health assessments, road-mapping, and training for organizations and their leadership ~~M~~ "**Business**";

WHEREAS, Members are signatories to the Operating Agreement of Servizio, LLC, having an effective date of ~~0~~ :IM : "**Operating Agreement**" 6G :I :L: ~~GM6M~~ S hold all Membership Interests (as defined in the Operating Agreement) of Seller;

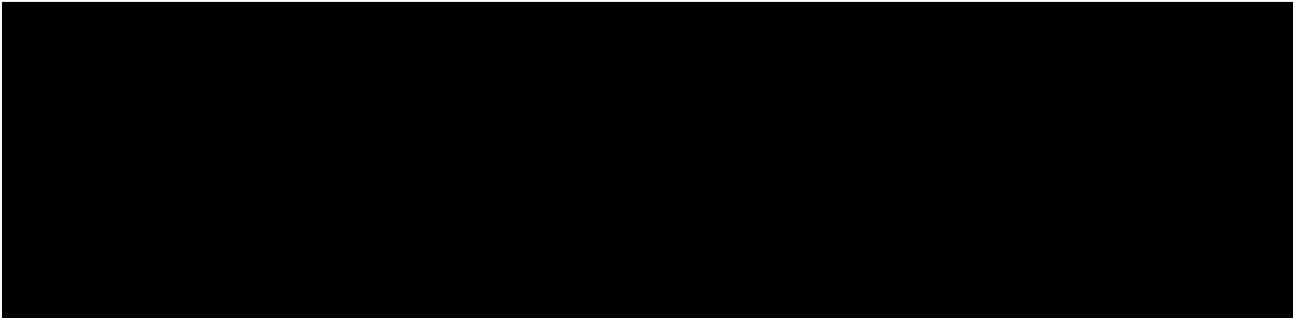
WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase from Seller, the Purchased Assets (as defined herein), subject to the terms and conditions set forth herein;

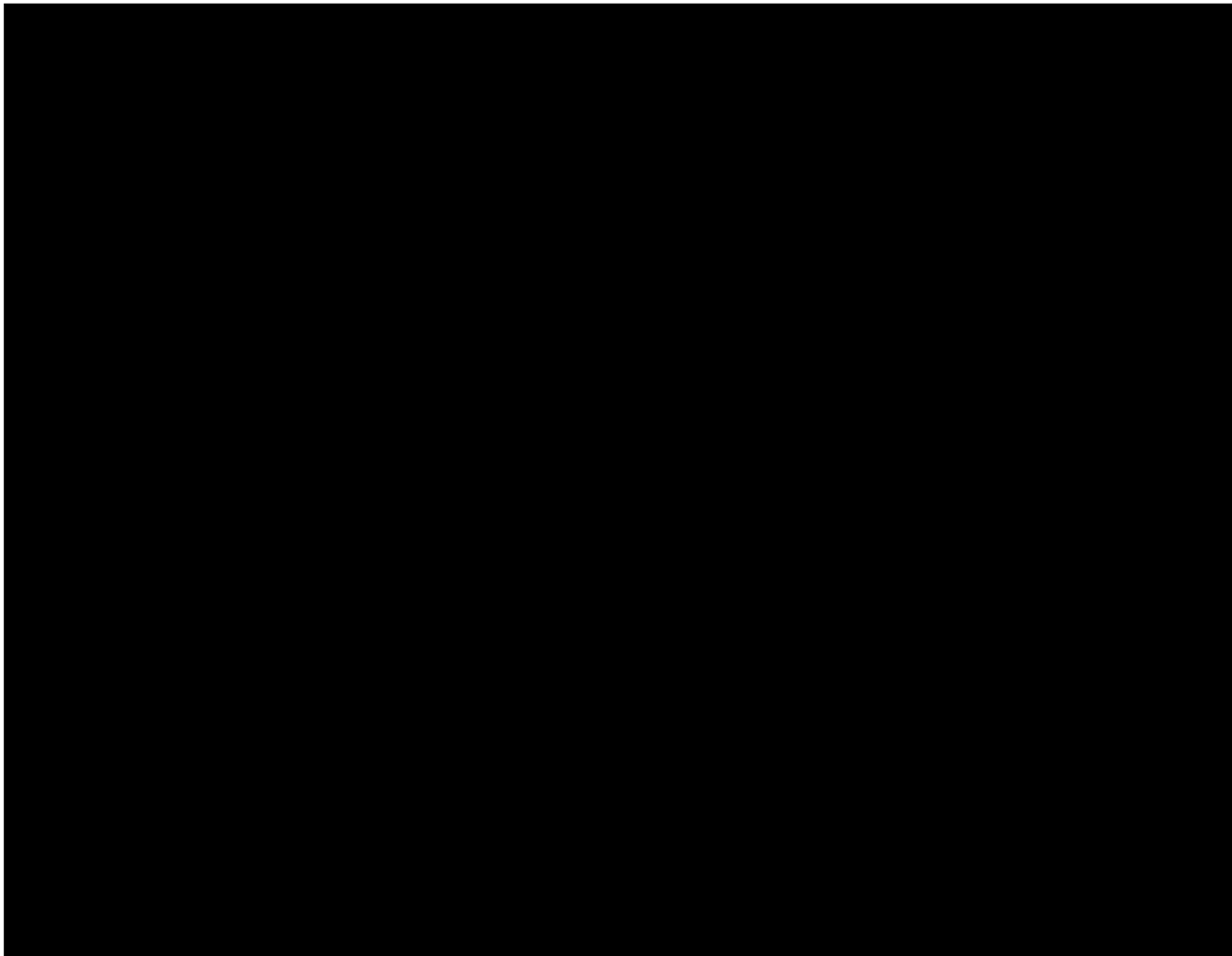
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound agree as follows:

**ARTICLE I
PURCHASE AND SALE**

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in the assets set forth on Section 1.01 of the disclosure schedules ("**Disclosure Schedules**") attached hereto (the "**Purchased Assets**"), free and clear of any encumbrance mortgage, pledge, lien, charge, security interest, claim or right of another (collectively, "**Encumbrances**").

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include any of the assets set forth on Section 1.01 of the Disclosure Schedules (the "**Excluded Assets**").





**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER AND MEMBERS**

Seller and Members jointly and severally represent and warrant to Buyer that the statements contained in this **ARTICLE III** are true and correct as of the Closing Date. For purposes of this **ARTICLE III**, "Seller's knowledge," "knowledge of Seller" and any similar phrases shall mean the actual or constructive knowledge of any Member or Manager of Seller, after due inquiry.

Section 3.01 Organization and Qualification. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Oregon. The organization documents of Seller, which include the Operating Agreement and Certificate of Formation, are in full force and effect as of the date hereof and no resolutions for the amendment of the organization documents has been adopted, and no filings with commercial registers or equivalent official corporate registers are pending. Seller has full limited liability company power and lawful authority to own, lease and operate its assets, properties and business and to carry on its business as now being and as proposed to be conducted. Seller is qualified or otherwise authorized to transact business as a foreign LLC in each jurisdiction (in the United States and outside of the United States) in which such qualification or authorization is required by law. Seller

does not own or lease property in any jurisdiction (in the United States or outside the United States) other than in the State of Oregon.

Section 3.02 Capitalization; Subsidiaries.

(a) Membership Interest. As of the date of this Agreement, each Member owns, and as of the Closing Date, each Member will own, fifty percent (50%) of the membership interests of Seller. The only managers of Seller are, and as of the Closing Date, will be Sanjay and Traci M “ 6C6 : L”

(b) Options; Convertible Securities. There are, and as of the Closing Date, there will be, no outstanding rights, subscriptions, warrants, calls, preemptive rights, convertible or exchangeable securities, options or other agreements or commitments of any kind to purchase or otherwise to receive from Seller any membership interests or any other security of Seller.

(c) Subsidiaries. Seller has no other Subsidiaries, nor does it directly or indirectly own or control any securities or other interests in any other organization or entity.

Section 3.03 Authority; Enforceability. Seller has all requisite power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized the members and Managers of Seller. No further corporate or limited liability company action or other action on the part of Seller is necessary to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller and this Agreement constitutes the valid and binding obligations of Seller, enforceable against them in accordance with their respective terms.

Section 3.04 No Breach; Consents. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby and thereby will not: (a) violate any provision of the Operating Agreement or other organizational documents of Seller; (b) violate, conflict with or result in the breach of any of the terms or conditions of, result in modification of the effect of, or otherwise give any other contracting party the right to terminate, modify or accelerate any rights under, or constitute (or with notice or lapse of time or both constitute) a default under, any Seller contract; (c) violate any order, judgment, injunction, award or decree of any court, arbitrator or governmental or regulatory body against, or binding upon, Seller or upon the securities, properties, assets or business of Seller; (d) violate any statute, law or regulation of any jurisdiction as such statute, law or regulation relates to Seller or to the properties, assets or business of Seller; (e) violate any license, permit or other approval :6 A6 “Permit” ; (f) require on the part of Seller any filing with or approval, consent or waiver of any foreign, federal, provincial, state, local or other governmental or regulatory body or authority (each a “Governmental Entity” H H 6CS HM 1: LHG :6 A 6 “Consent” H result in the creation of any Encumbrance on any of the assets or properties of any of Seller.

Section 3.05 Governing Documents; Corporate Records. Seller has previously provided to Buyer true and complete copies of its (a) Operating Agreement(s), (b) minute books, (c) resolutions, and (d) membership interest records. Such minute books contain records of all

meetings and consents in lieu of meetings or resolutions by circulation of the meetings of the members since the time of Seller's L E G H I H 6 M H G H ; H 6 M H G 6 L 6 I I B 6 E 6 G 6 : M N 6 G complete in all material respects and accurately reflect all actions taken by the Managers and members, and all other transactions referred to in such minutes, and consents in lieu of meetings, or resolutions by circulation.

Section 3.06 Title to Purchased Assets. Seller owns outright and has good title to, or, in the case of leased properties and assets, valid leasehold interests in, all of its assets and properties, including, without limitation, all of Purchased Assets and all other assets and properties that are reasonably necessary for the conduct of its business as presently conducted, free and clear of any Encumbrances, except for liens or other encumbrances securing the claims of materialmen, carriers, landlords and like persons, or for Taxes, all of which are not yet due and payable " : B M B G L " M A H L G 6 M Seller will own all right, title and interest thereto, free and clear of Liens except Permitted Liens. The Purchased Assets are free and clear of any Excluded Liability.

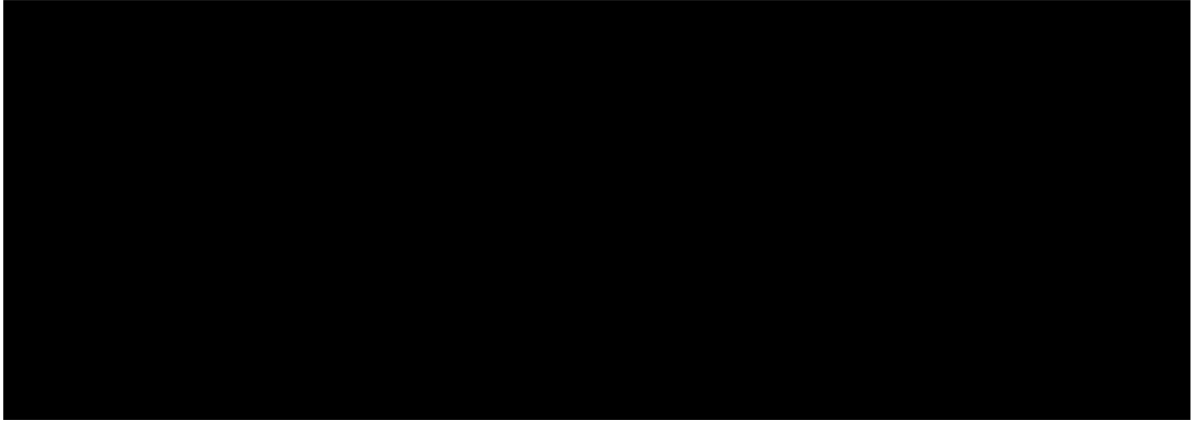
Section 3.07 Intellectual Property.

(a) "Intellectual Property" means any and all of the following in any jurisdiction throughout the world: (i) trademarks and service marks, including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations related to the foregoing; (iii) trade secrets and confidential know-how; (iv) patents and patent applications; (v) websites and internet domain name registrations; and (vi) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing).

(b) Section 3.07(b) of the Disclosure Schedules lists all Intellectual Property included in the Purchased Assets ("Purchased IP"). Seller owns or has adequate, valid and enforceable rights to use all the Purchased IP, free and clear of all Encumbrances. Seller is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Purchased IP or restricting the licensing thereof to any person or entity. With respect to the registered Intellectual Property listed on Section 3.07(b) of the Disclosure Schedules, (i) all such Intellectual Property is valid, subsisting and in full force and effect; and (ii) Seller has paid all maintenance fees and made all filings required to maintain Seller's ownership thereof. For all such registered Intellectual Property, Section 3.07(b) of the Disclosure Schedules lists (A) the jurisdiction where the application or registration is located; (B) the application or registration number; and (C) the application or registration date.

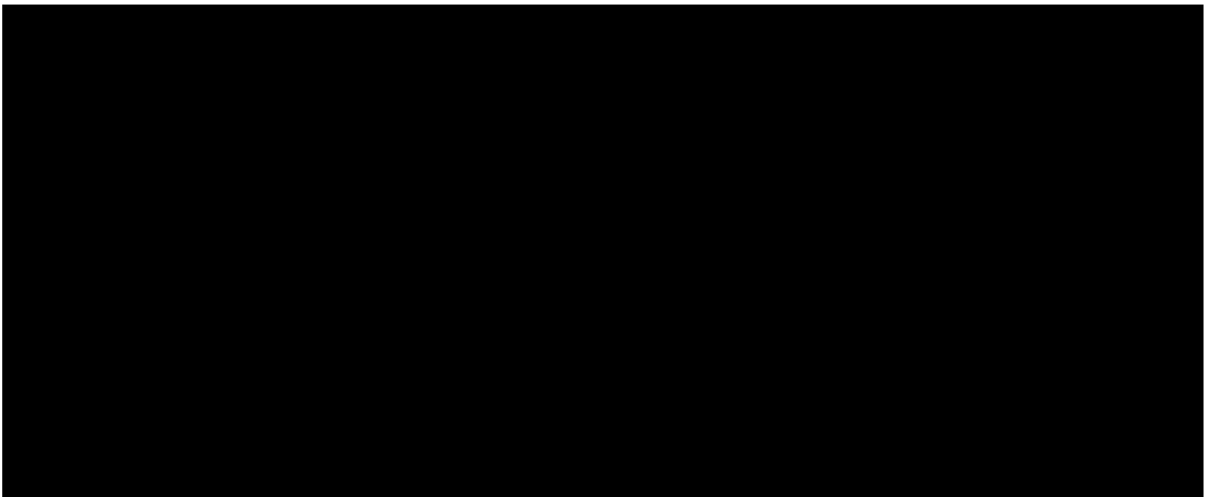
(c) Seller's prior and current use of the Purchased IP has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no Claims pending or threatened by any person or entity with respect to the ownership, validity, enforceability, effectiveness or use of the Purchased IP. As used A : E G 6 " E B " : 6 C L 6 C S E B : 6 G 6 M H G I N M E B 6 M H G A 6 : H I E G M prosecution or other proceeding of any nature whatsoever for which one party can seek

indemnification from the other party before any administrative, quasi-judicial, judicial Governmental Entity, court or tribunal. No person or entity is infringing, misappropriating, diluting or otherwise violating any of the Purchased IP, and neither Seller nor any affiliate of Seller has made or asserted any Claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.

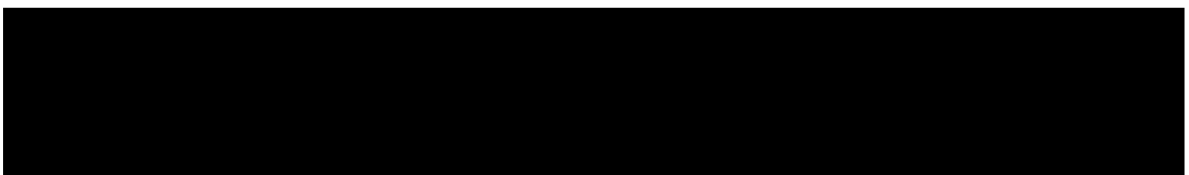
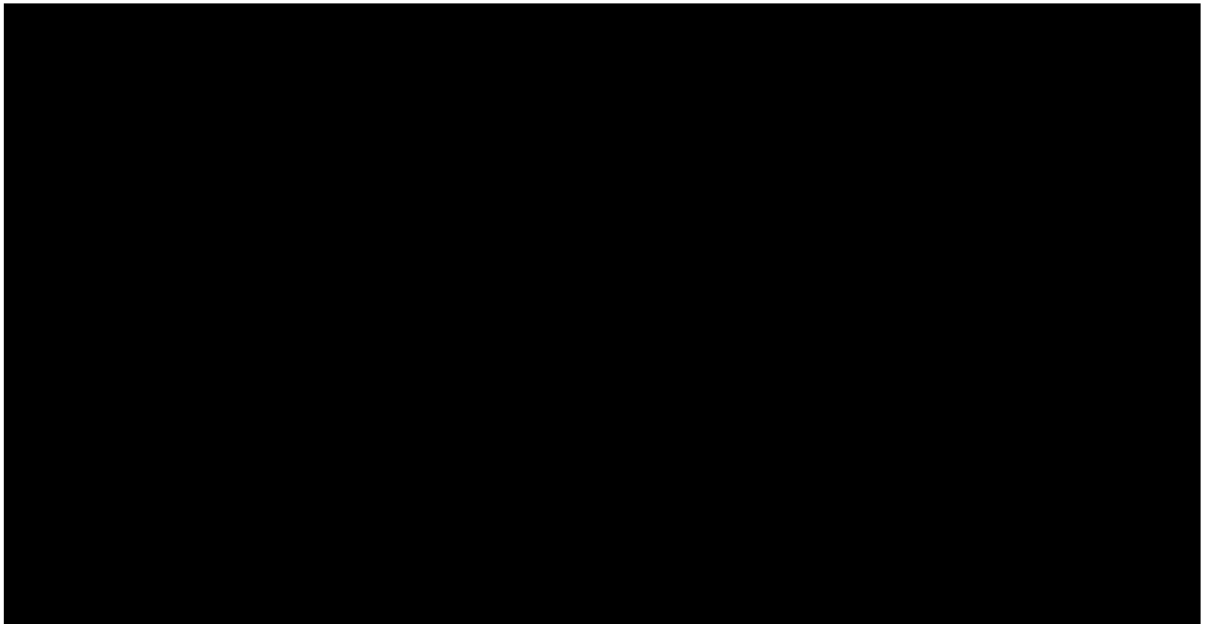
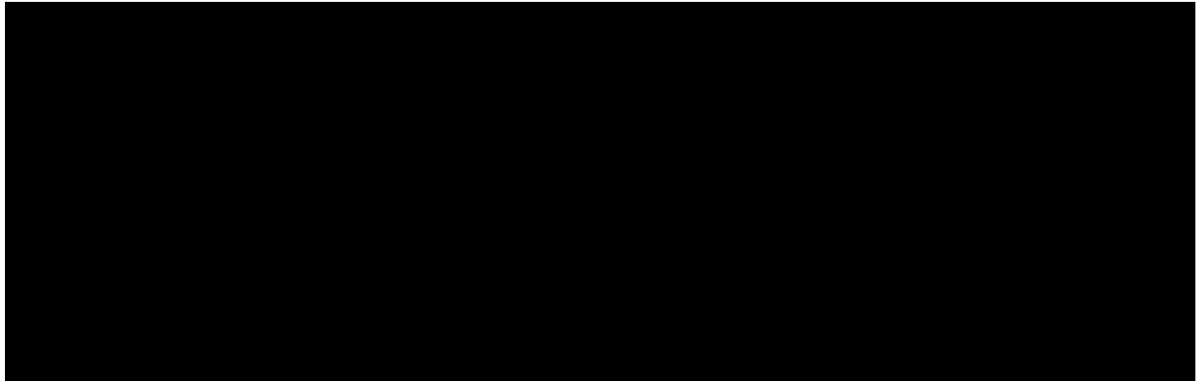


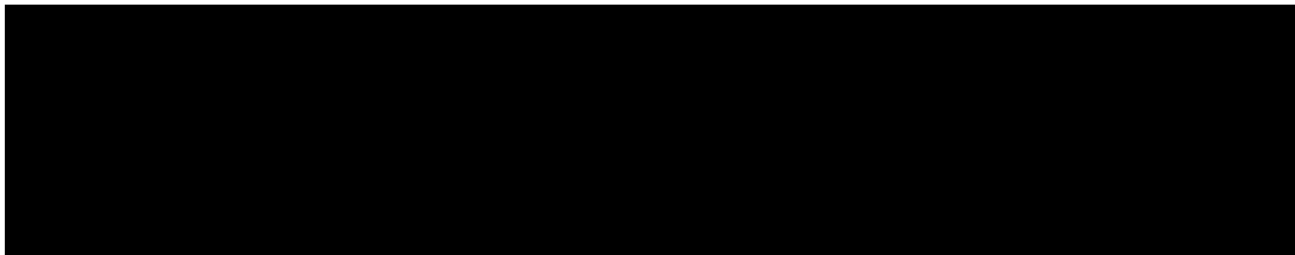
(e) The execution and delivery of this Agreement by the Seller and the consummation of the transactions contemplated hereby will not impair the rights of Seller to use, sell, license, dispose of, or bring a suit for infringement of any of the Purchased IP and will not cause a default under, or impair any of the rights of Seller under, any software license agreements.

(f) Neither the Seller, nor any of its managers, members, employees or consultants has received any notice, whether written, oral or otherwise, of infringement by the Seller of any Intellectual Property of others. None of the past or present activities of Seller or of its managers, members, employees or consultants or its products or assets infringe or infringed on any Intellectual Property of others, and the Seller has no knowledge of any infringement or violation by others of the Purchased IP. There are no pending or threatened interferences, re-examinations, oppositions or cancellation proceedings or other actions, suits, disputes or other litigation involving the Purchased IP.



(h) All the existing and currently planned products of Seller are listed on Section 3.07(h) of the Disclosure Schedules.





SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

SELLER:

Servizio, LLC.

DocuSigned by:
By Traci L White

Name: Traci L White

Title: Founding Partner

MEMBERS:

DocuSigned by:
Traci L White Traci L White

DocuSigned by:
Sanjay Jagdale Sanjay Jagdale

BUYER:

PTC Inc.

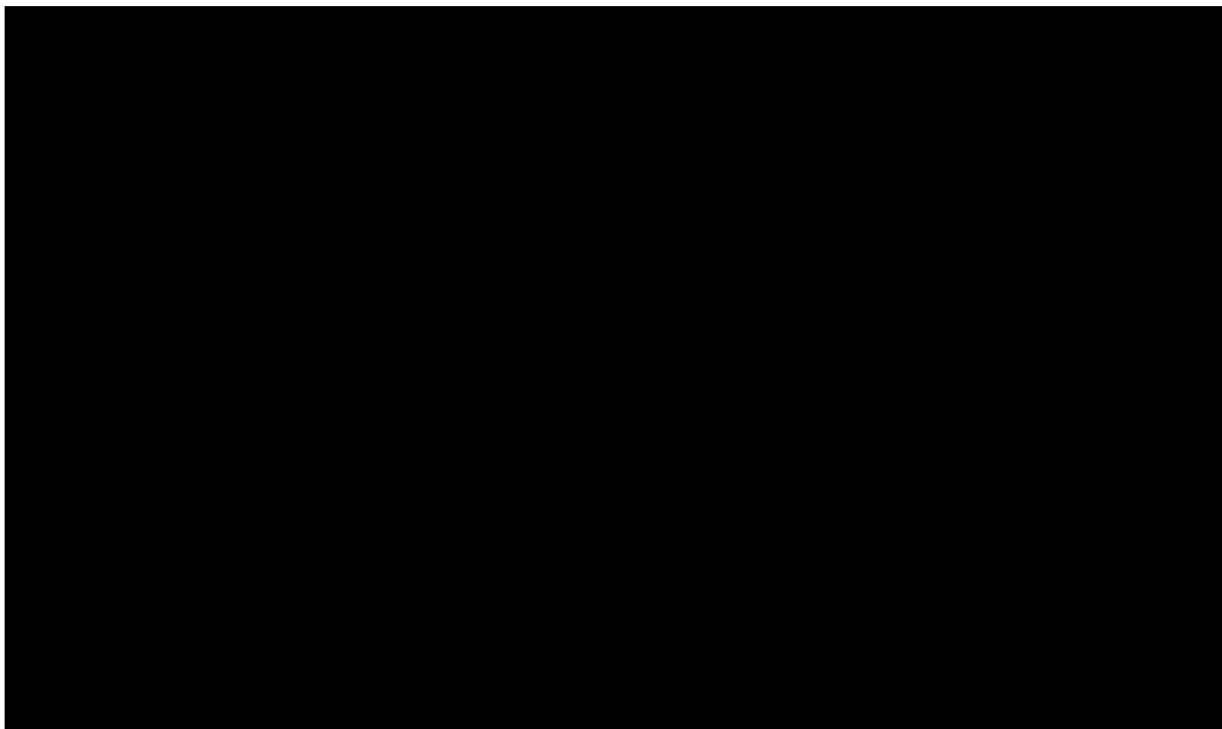
DocuSigned by:
By Aaron von Staats

Name: Aaron von Staats

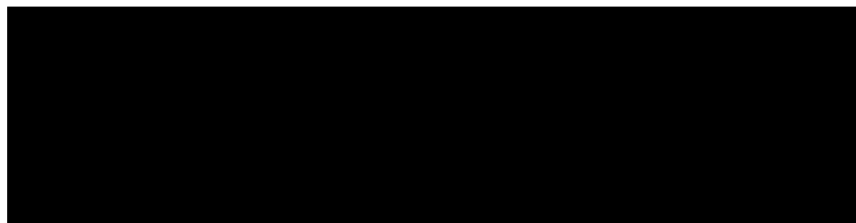
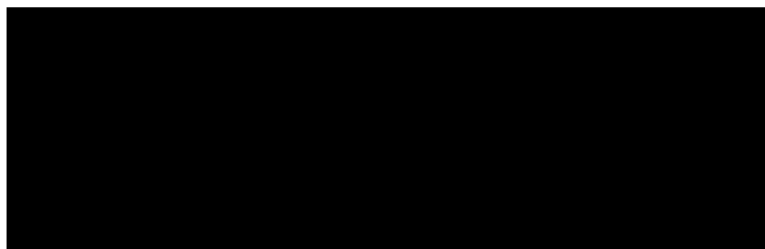
Title: General Counsel, EVP

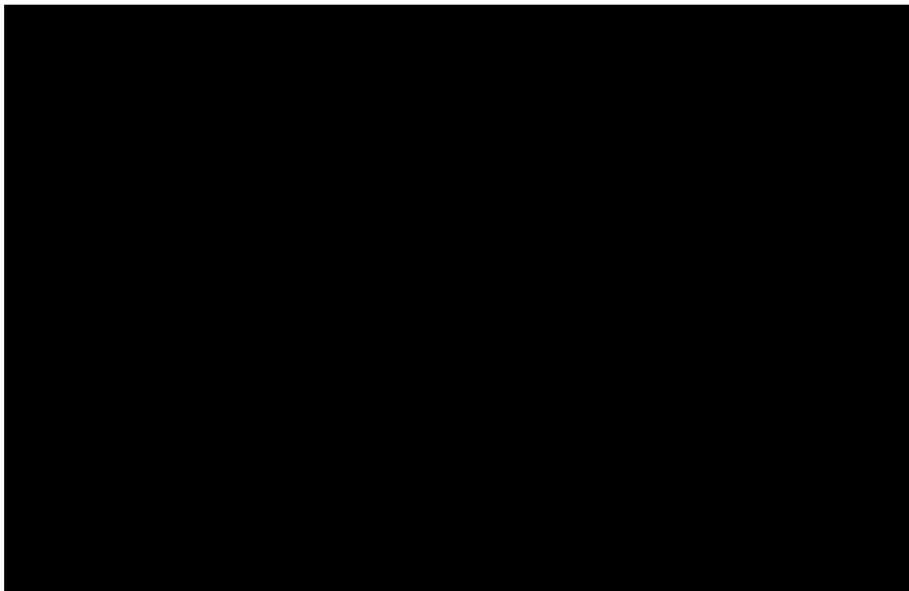
Disclosure Schedule

Section 1.01 – Purchased Assets:

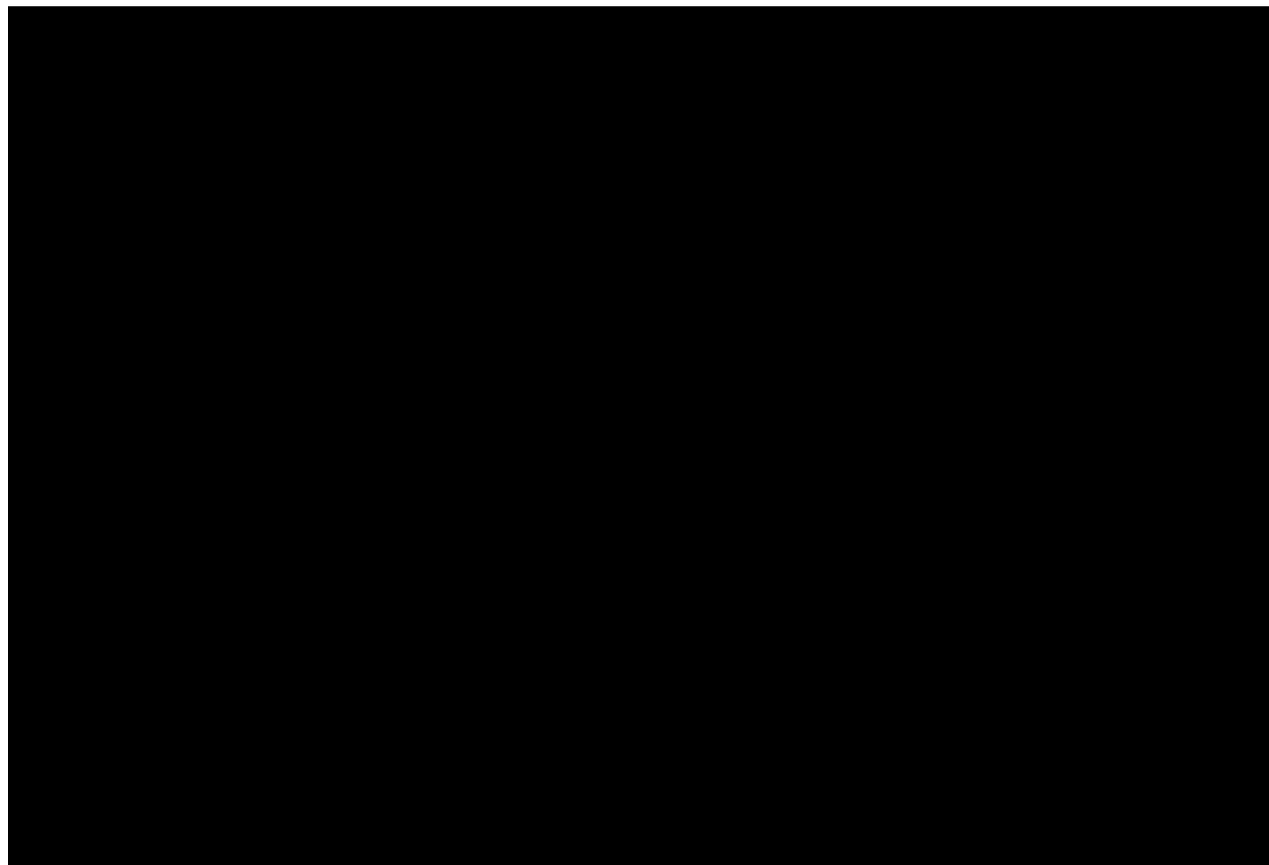


- US Registered Trademarks
 - Certificate of Registration – SERVICE PLANNING KEYSTONE and Design
 - Certificate of Registration SERVICE PLANNING ACADEMY and Design
 - Registration Certificate – Servizio





Section 3.07(b) – Purchased IP:



- US Registered Trademarks
 - Certificate of Registration – SERVICE PLANNING KEYSTONE and Design
 - Certificate of Registration SERVICE PLANNING ACADEMY and Design
 - Registration Certificate – Servizio

