

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668729

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	10/25/2019

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Continuum Managed Services Holdco, LLC		10/25/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Connectwise, LLC
Street Address:	4110 George Road
Internal Address:	Suite 200
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33634
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	4865318	CONTINUUM
Registration Number:	4289964	CONTINUUM
Registration Number:	4377201	CONTINUUM
Registration Number:	4789618	
Registration Number:	4980058	ITSUPPORT247
Registration Number:	4980067	CONTINUITY247
Registration Number:	5191771	
Registration Number:	5032046	
Registration Number:	4380775	CONTINUUM
Registration Number:	5690984	INTELLIMON
Registration Number:	3332964	CONTINUOUS DATA PROTECTION
Registration Number:	3355664	R1SOFT
Registration Number:	3415085	DISK SAFE
Registration Number:	5831589	CONTINUUM SECURITY
Registration Number:	4003816	BRIGHTGAUGE
Serial Number:	88469001	THE PLATFORM FOR WHAT'S NEXT
Serial Number:	88468966	CONTINUUM FORTIFY

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	88468977	CONTINUUM RECOVER
Serial Number:	88468884	CONTINUUM COMMAND
Serial Number:	88468858	CONTINUUM ASSIST

CORRESPONDENCE DATA

Fax Number: 4192559639
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.
Phone: 419-255-5900
Email: mst@mstfirm.com
Correspondent Name: MacMillan, Sobanski & Todd, LLC
Address Line 1: 720 Water Street
Address Line 2: One Maritime Plaza, 5th Floor
Address Line 4: Toledo, OHIO 43604

NAME OF SUBMITTER:	James A. Duggan
SIGNATURE:	/jamesaduggan/
DATE SIGNED:	08/19/2021

Total Attachments: 18

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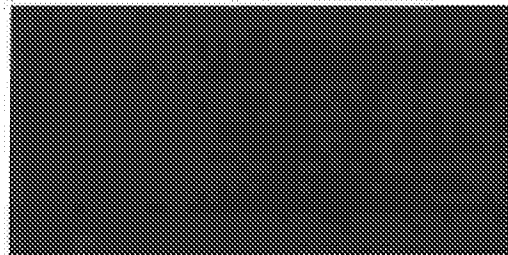
AGREEMENT AND PLAN OF MERGER

by and among

ConnectWise, LLC,

Project Infinity Merger Sub, LLC,

Continuum Parent, LLC,



Dated as of October 25, 2019

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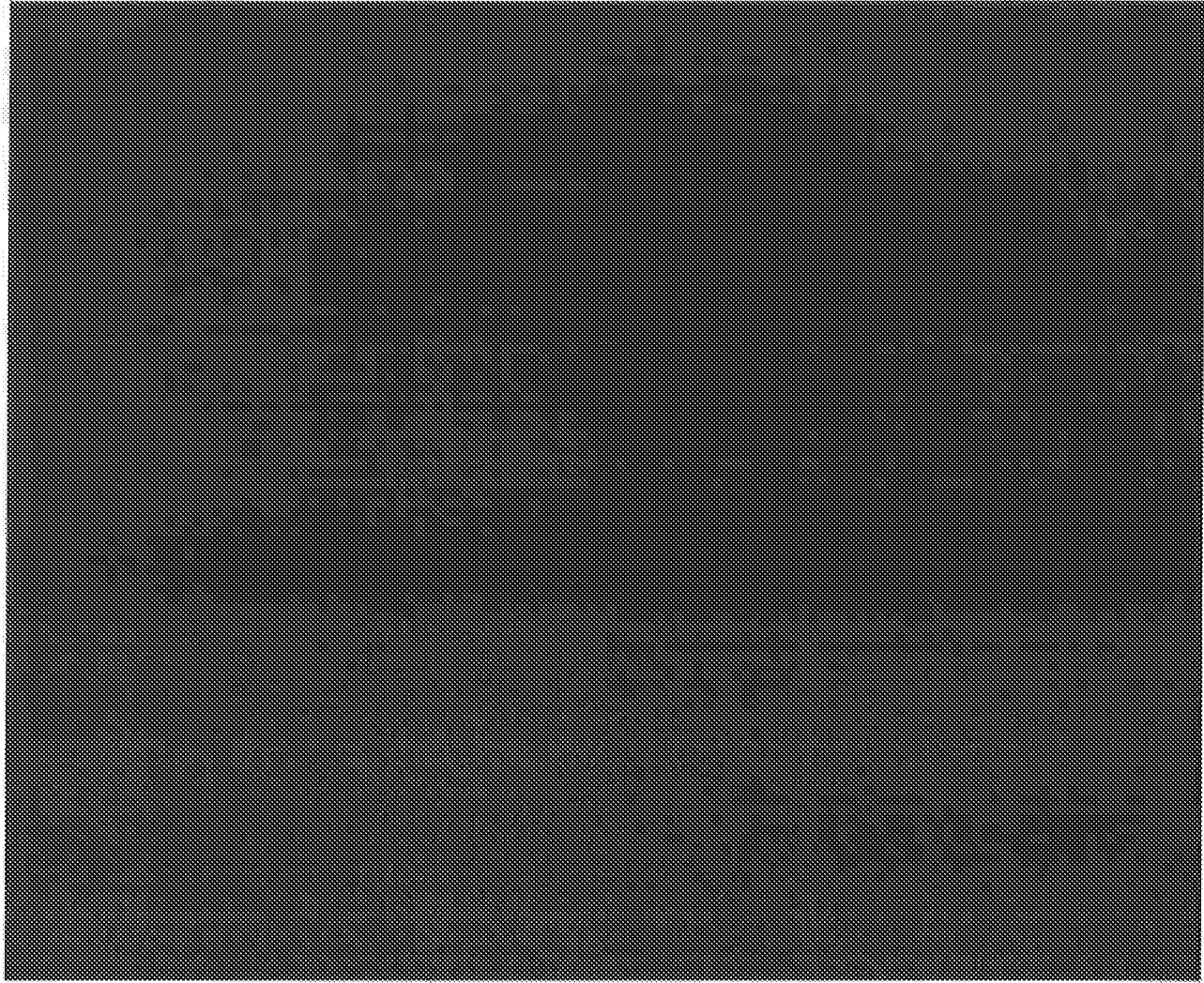
ARTICLE I DEFINITIONS 1

 Section 1.1 Certain Defined Terms..... 1

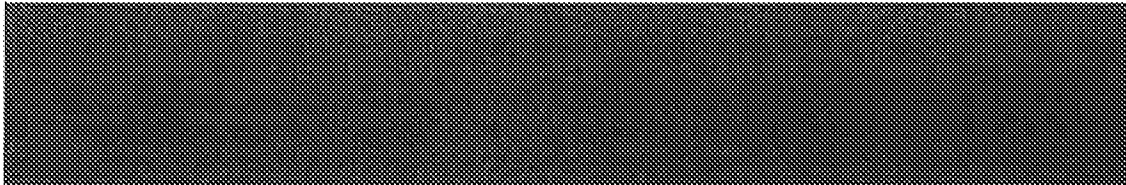
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER, dated as of October 25, 2019 (this "Agreement"), is among ConnectWise, LLC, a Delaware limited liability company ("Buyer"), Project Infinity Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of Buyer ("Merger Sub"), Continuum Parent, LLC, a Delaware limited liability company (the "Company"), [REDACTED]

RECITALS

WHEREAS, Buyer, Merger Sub and the Company wish to effect a business combination through a merger (the "Merger") of Merger Sub with and into the Company on the terms and conditions set forth in this Agreement and in accordance with the Delaware Limited Liability Company Act ("DLLCA");

WHEREAS, the Board of Managers of the Company (the "Company Board") has approved this Agreement, the Merger and the other transactions contemplated by this Agreement and determined that this Agreement, the Merger and the other transactions contemplated by this Agreement are advisable; and

WHEREAS, the Boards of Directors or Managers, as applicable, of Buyer and Merger Sub have approved this Agreement, the Merger and the other transactions contemplated by this Agreement;

WHEREAS, prior to or concurrently with the execution and delivery of this Agreement, and as a condition and material inducement to Buyer's willingness to enter into this Agreement, the Buyer has received fully executed support agreements in the form attached hereto as Exhibit A (each, a "Support Agreement") from each of the individuals set forth on Schedule 1.1(a) hereof (the "Support Agreement Signatories"); and

WHEREAS, with the execution and delivery of this Agreement and as a condition and material inducement to the Company's execution of this Agreement, Buyer and the lenders party thereto are executing and delivering the Debt Commitment Letter.

AGREEMENT

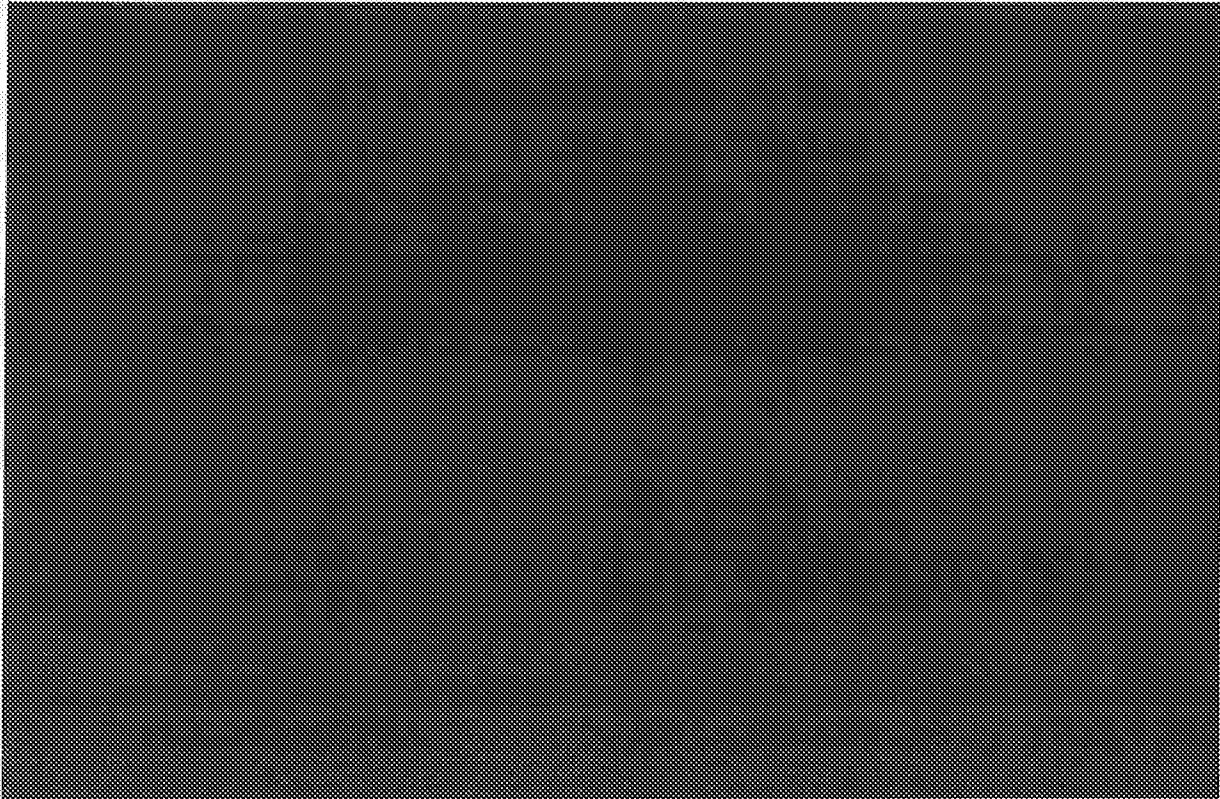
In consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I DEFINITIONS

[REDACTED]

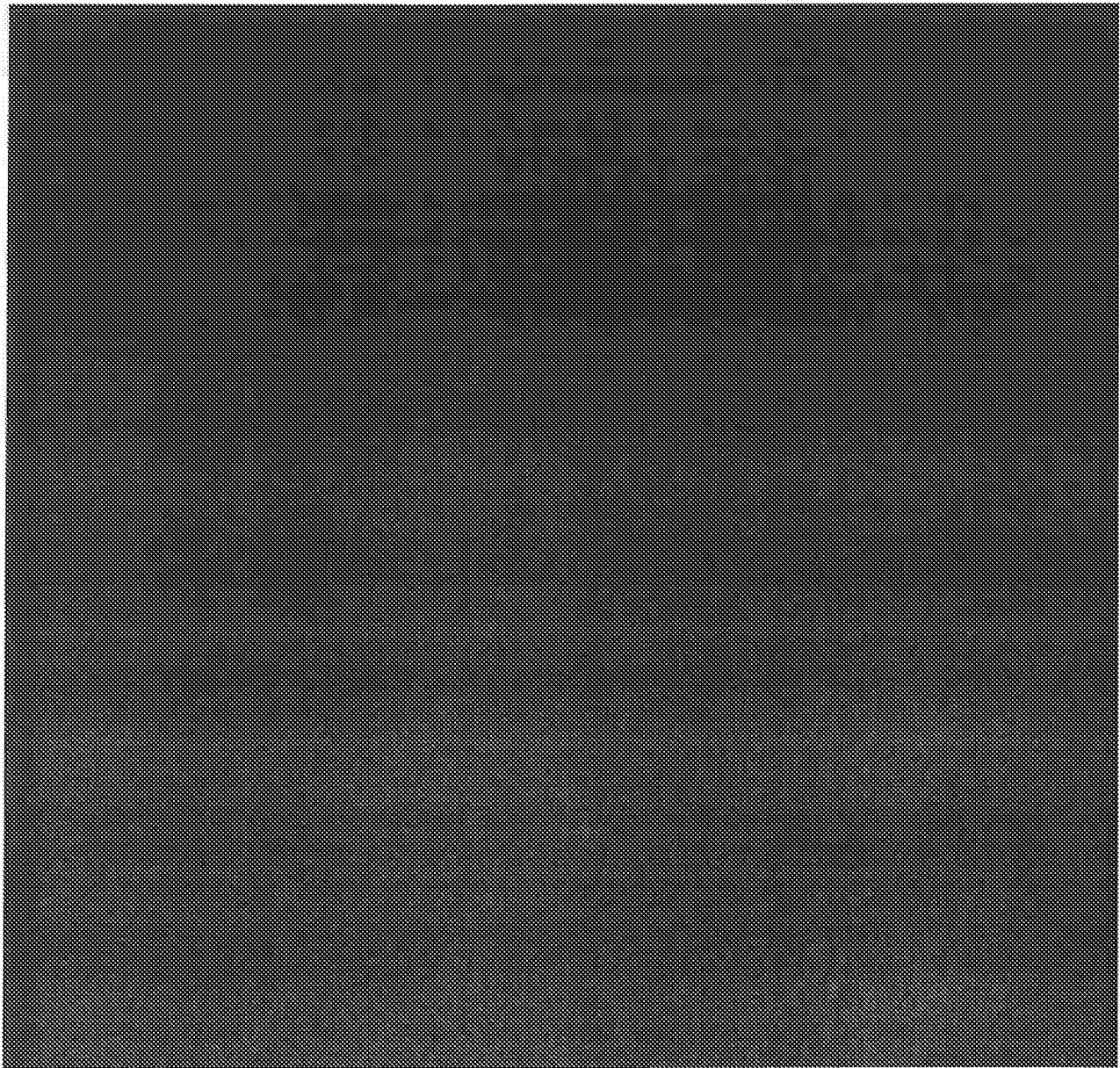
"Acquired Companies" means the Company and its Subsidiaries.

[REDACTED]

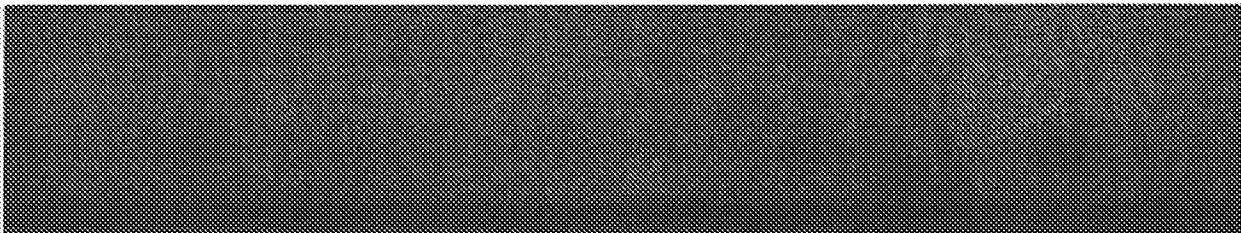


"Business Intellectual Property" means Intellectual Property used or held for use in, or necessary for, the conduct of the respective businesses of the Acquired Companies, as presently conducted.

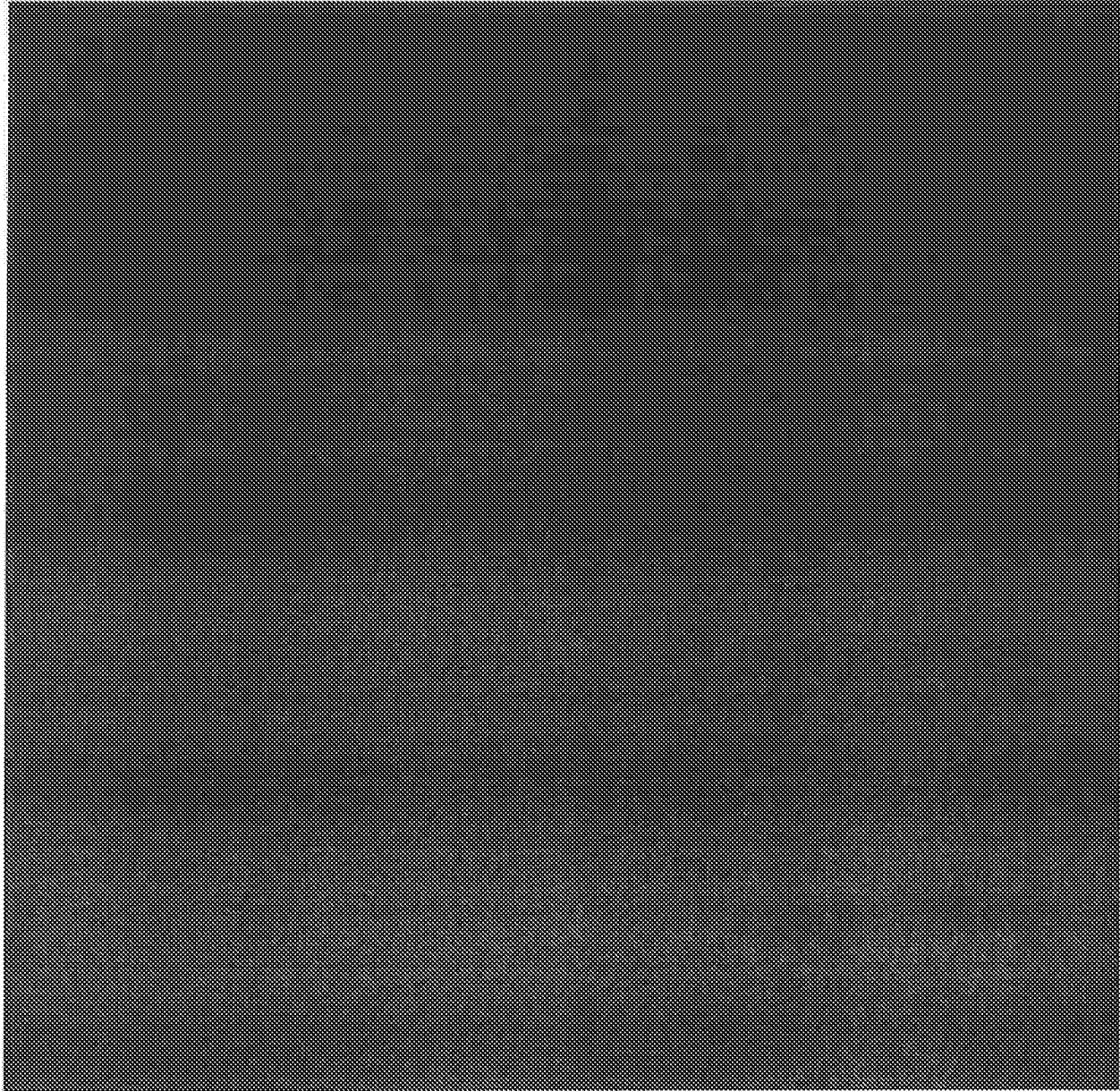




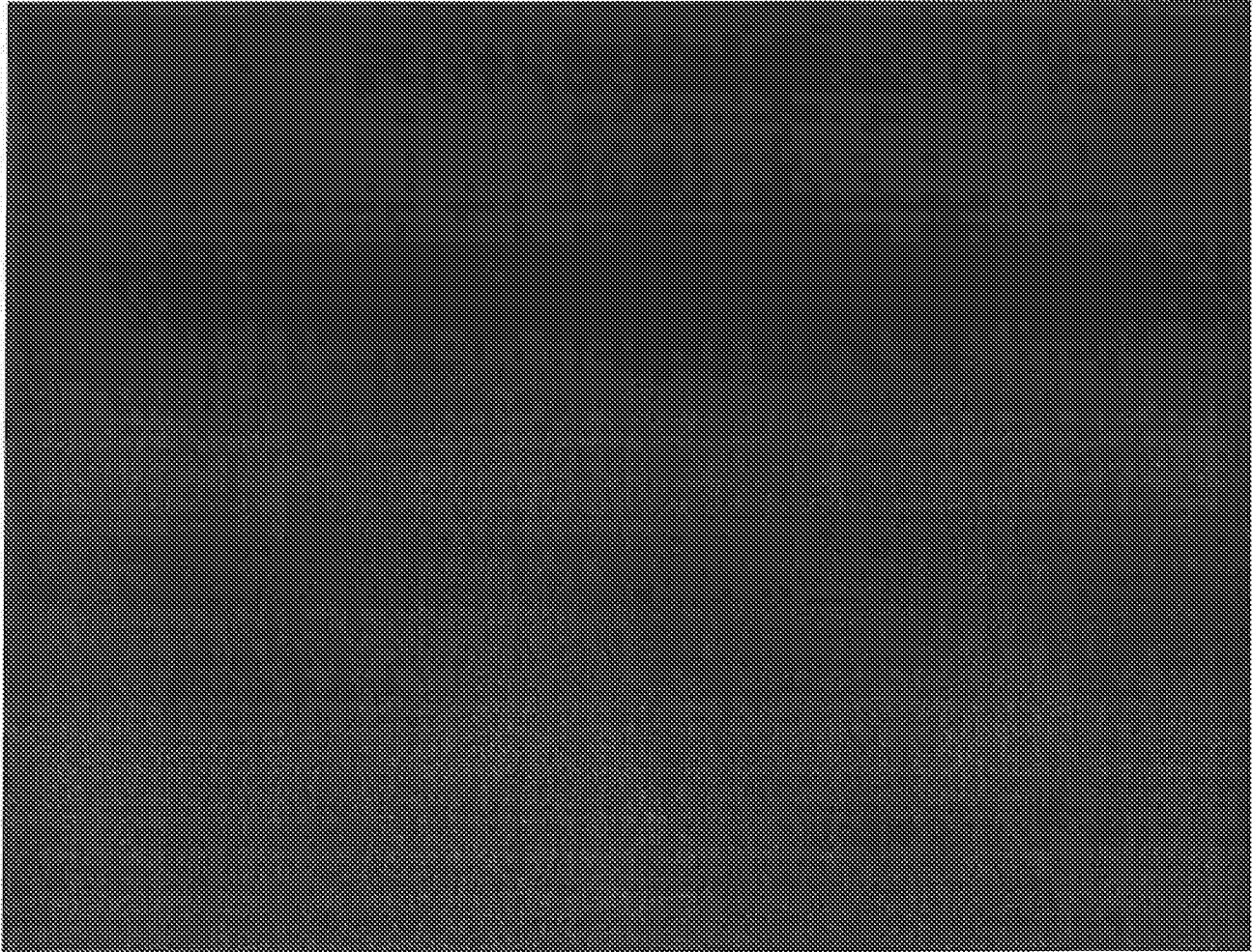
"Company Intellectual Property" means all Intellectual Property owned or purported to be owned by any of the Acquired Companies, including, without limitation, Company Marks, Company Patents, Company Copyrights, Company Trade Secrets and Company Software (as each such term is defined in Section 4.15).



"Company Product IP" means all Intellectual Property embodied in any Company Product, other than Licensed Product IP.



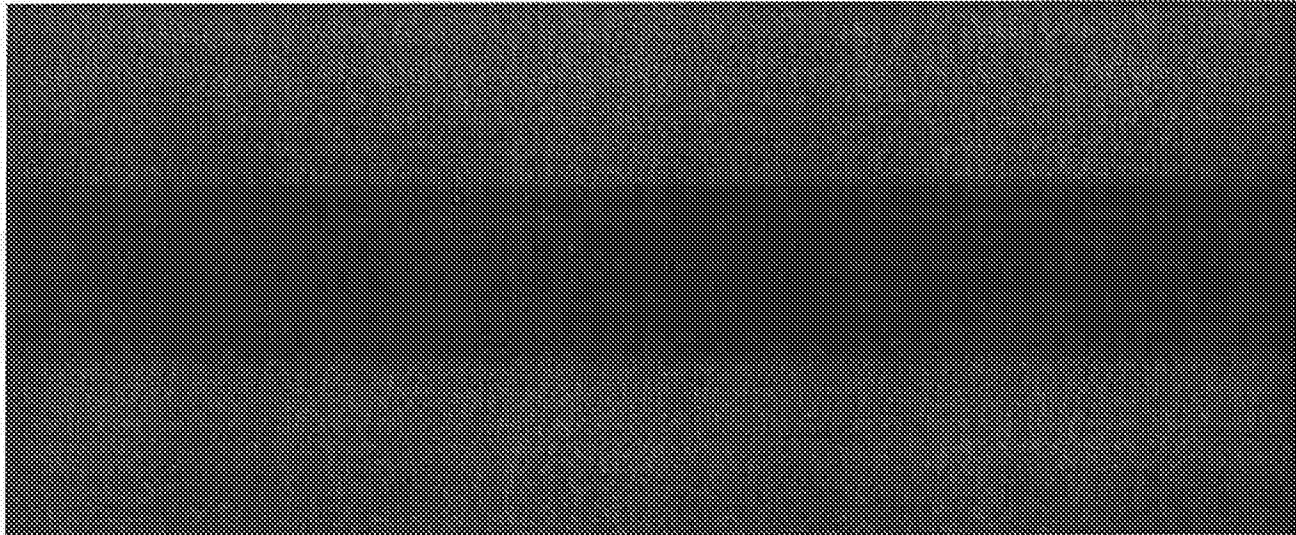
"Intellectual Property" means any and all of the following, as they exist throughout the world: (i) rights in registered and unregistered trademarks, service marks, trade names, trade dress, logos, packaging and other designs, slogans, and all other indicia of origin, and registrations and applications for registration of any of the foregoing together with all of the goodwill associated therewith (collectively, "Marks"); (ii) patents and patent applications of any kind (collectively, "Patents"); (iii) copyrights and all copyright registrations and applications (collectively, "Copyrights"); (iv) trade secrets and rights in any proprietary or confidential information, (including inventions, discoveries and invention disclosures (whether or not patented or patentable), specifications, designs, formulae, patterns, algorithms, compilations, programs, devices, methods, strategies, techniques, or processes), in each case that derives independent economic value, actual or potential, from not being generally known or readily ascertainable by others who can obtain economic value from its disclosure or use (collectively, "Trade Secrets"); (v) Internet domain names and social media accounts; (vi) Software and all rights therein; and (vii) any and all other intellectual property or proprietary rights under applicable Law.



Section 1.2 Table of Definitions: The following terms have the meanings set forth in the Sections referenced below:

Definition

Location



Company Marks Section 4.15(a)



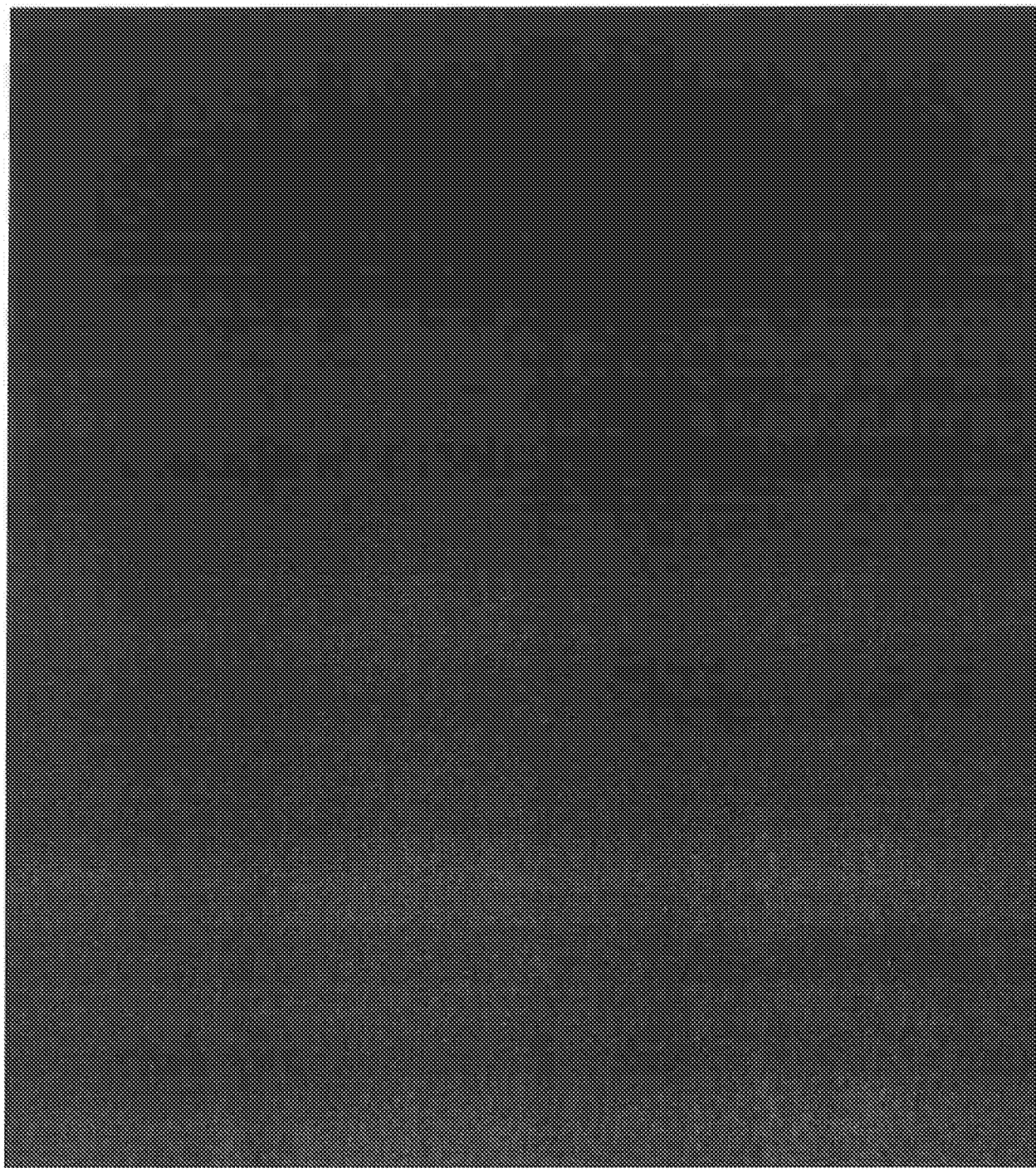
**ARTICLE II
THE MERGER**

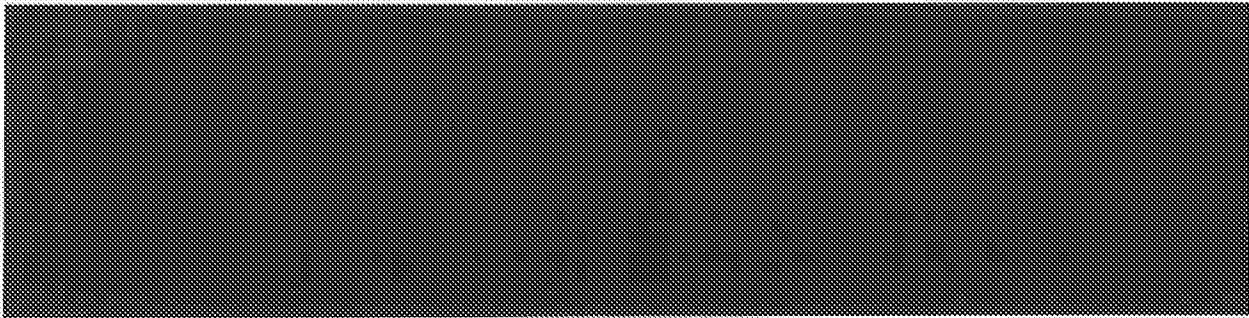
Section 2.1 The Merger. Upon the terms and subject to the conditions of this Agreement, and in accordance with the DLLCA, Merger Sub shall be merged with and into the Company at the Effective Time. Following the Merger, the separate existence of Merger Sub as a limited liability company under the DLLCA shall cease, and the Company shall continue as the surviving company (the "Surviving Company") and shall succeed to and assume all the rights and obligations of Merger Sub in accordance with the DLLCA.

Section 2.2 Effective Time; Effect of the Merger. On the Closing Date, Merger Sub and the Company shall duly execute the certificate of merger substantially in the form attached hereto as Exhibit E (the "Certificate of Merger") and file such Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DLLCA. The Merger shall become effective at such time as the Certificate of Merger, accompanied by payment of the filing fee (as provided in the DLLCA), has been examined by, and received the endorsed approval of, the Secretary of State of the State of Delaware, or at such subsequent time as Buyer and the Company shall agree and shall specify in the Certificate of Merger (the date and time the Merger becomes effective being the "Effective Time"). At the Effective Time, the effect of the Merger shall be as provided in this Agreement and the applicable provisions of the DLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all rights and property of the Company and Merger Sub shall vest in the Surviving Company, and all debts and liabilities of the Company and Merger Sub shall become debts and liabilities of the Surviving Company.

Section 2.3 Certificate of Formation and Limited Liability Company Operating Agreement. At the Effective Time and without any further action on the part of the Company or Merger Sub, the Company Certificate of Formation shall be amended to read in its entirety as the certificate of formation

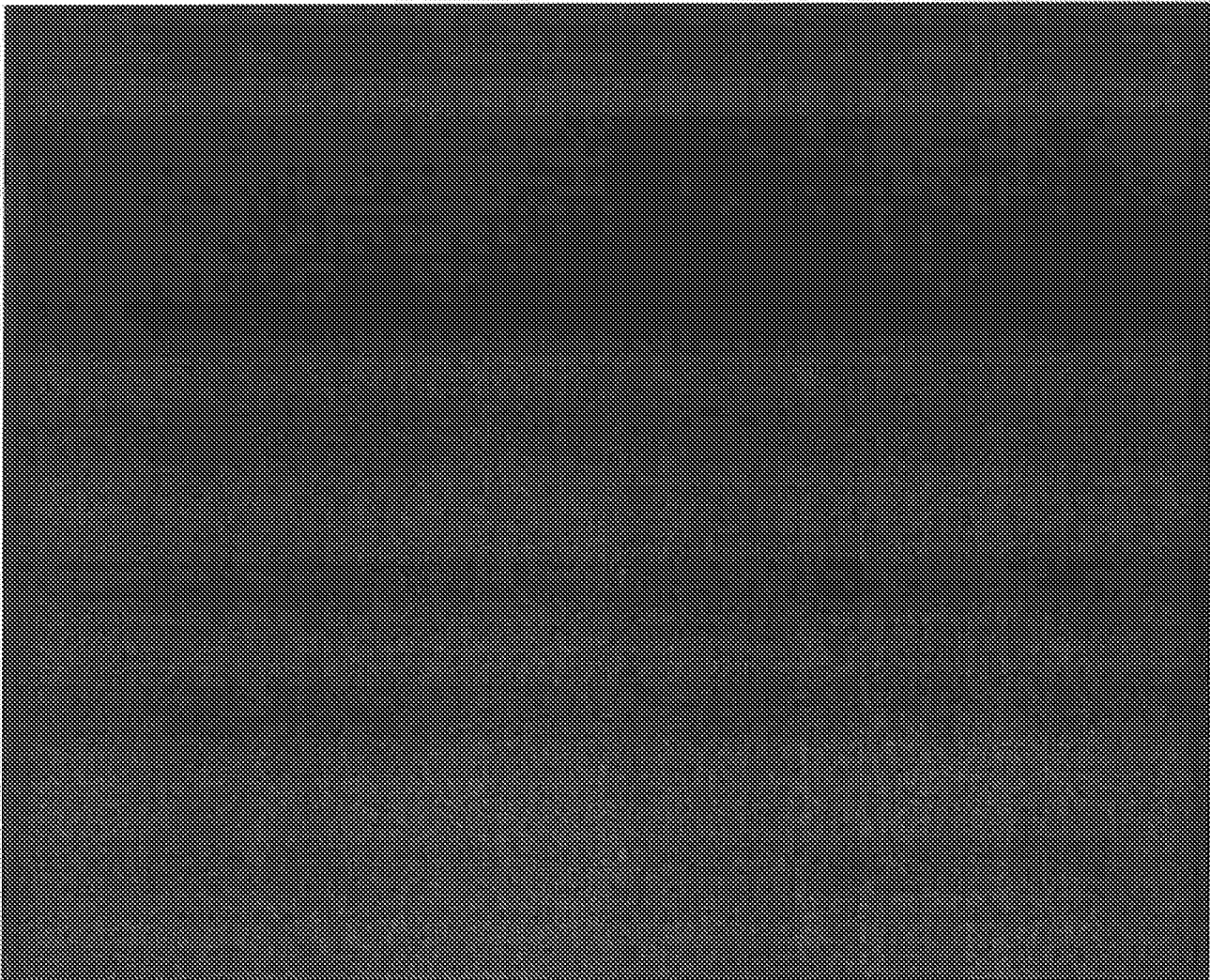
of Merger Sub reads as in effect immediately prior to the Effective Time, until thereafter changed or amended as provided therein or by the DLLCA, provided, that such certificate of formation shall reflect as of the Effective Time "Continuum Parent, LLC" as the name of the Surviving Company. The limited liability company agreement of Merger Sub, as in effect immediately prior to the Effective Time and in the form attached hereto as Exhibit E, shall be the limited liability company agreement of the Surviving Company until thereafter changed or amended as provided therein and by the DLLCA.





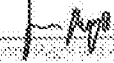
Section 4.15 Intellectual Property.

(a) Section 4.15(a) of the Disclosure Schedule lists all Patents owned by any Acquired Company ("Company Patents"), registered Marks and Internet domain names owned by any Acquired Company ("Company Marks") and registered Copyrights owned by any Acquired Company ("Company Copyrights"), including any pending applications to register any of the foregoing.



IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

CONNECTWISE, LLC




By: _____

Name: Jason Magee

Title: Chief Executive Officer and President

PROJECT INFINITY MERGER SUB, LLC



By: _____

Name: Jason Magee

Title: Chief Executive Officer and President

[Signature Page to Agreement and Plan of Merger]

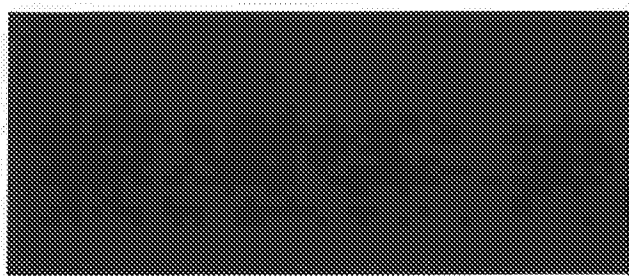
TRADEMARK
REEL: 007428 FRAME: 0151

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be executed as of the date first written above by their respective officers thereunto duly authorized.

CONTINUUM PARENT, LLC

Designed by:

By: Michael George
Name: Michael George
Title: Chief Executive Officer



[Signature Page to Agreement and Plan of Merger]

DISCLOSURE SCHEDULE

This Disclosure Schedule is made and given pursuant to Article IV of the Agreement and Plan of Merger, dated as of October 25, 2019 (the "Agreement"), between ConnectWise, LLC, a Delaware limited liability company (the "Buyer"), Project Infinity Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Buyer, Continuum Parent, LLC, a Delaware limited liability company (the "Company"), [REDACTED]

[REDACTED] All capitalized terms used but not defined herein shall have the meanings as defined in the Agreement, unless otherwise provided. The section numbers below correspond to the section numbers of the representations and warranties in the Agreement; provided, however, that any information disclosed herein under any section number shall be deemed to be disclosed and incorporated into any other section number under the Agreement where such disclosure would be appropriate and such appropriateness is reasonably apparent from the face of such disclosure. Nothing in this Disclosure Schedule is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant. Certain information set forth in this Disclosure Schedule is or may be included for informational purposes only and/or may not be required to be disclosed pursuant to the Agreement. Inclusion of any item in this Disclosure Schedule (1) does not represent a determination that such item is material or establish a standard of materiality, (2) does not represent a determination that such item did not arise in the ordinary course of business, (3) does not represent a determination that the transactions contemplated by the Agreement require the consent of third parties, and (4) shall not constitute, or be deemed to be, an admission to any third party concerning such item. This Disclosure Schedule includes brief descriptions or summaries of certain agreements and instruments, such descriptions do not purport to be comprehensive, and are qualified in their entirety by reference to the text of the documents described, true and complete copies of which have been provided to the Buyer or its counsel. References to agreements in this Disclosure Schedule include all amendments, supplements, addenda, schedules, exhibits and attachments thereto that have been made available to the Buyer or its counsel. The headings contained in this Disclosure Schedule are for reference purposes only and shall not in any way affect the meaning or interpretation of the information and disclosures in this Disclosure Schedule.

Section 4.15

Intellectual Property



Registered Marks:

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
US	CONTINUUM	Registered	86/311613	6/17/2014	4865318	12/8/2015	Continuum Managed Services Holdco, LLC
US	CONTINUUM	Registered	85/467366	11/8/2011	4289964	2/12/2013	Continuum Managed Services Holdco, LLC
US	CONTINUUM	Registered	85/485151	12/1/2011	4377201	7/30/2013	Continuum Managed Services Holdco, LLC
US	SYNC247 LOGO	Registered	86/482211	12/16/2014	4789618	8/11/2015	Continuum Managed Services Holdco, LLC

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
US	ITSUPPORT247	Registered	86/482217	12/16/2014	4980058	6/14/2016	Continuum Managed Services Holdco, LLC
European Union	CONTINUITY247 (STYLISED)	Registered	014456545	8/10/2015	014456545	5/3/2016	Continuum Managed Services Holdco, LLC
US	CONTINUITY247	Registered	86/563214	3/13/2015	4980067	6/14/2016	Continuum Managed Services Holdco, LLC
US	CONTINUITY247 LOGO	Registered	86/563220	3/13/2015	5191771	4/25/2017	Continuum Managed Services Holdco, LLC
US	CONTINUITY247 LOGO	Registered	86/978108	3/13/2015	5032046	8/30/2016	Continuum Managed Services Holdco, LLC
US	CONTINUUM & Design (Orange Letters)	Registered	85/485166	12/1/2011	4380775	8/6/2013	Continuum Managed Services Holdco, LLC
European Union	INTELLIMON	Registered	018006419	1/4/2019	018006419	5/22/2019	Continuum Managed Services Holdco, LLC
Great Britain	INTELLIMON	Registered	UK00003364753	1/4/2019	UK00003364753	3/29/2019	Continuum Managed Services Holdco, LLC
US	INTELLIMON	Registered	88/046812	7/20/2018	5690984	3/5/2019	Continuum Managed Services Holdco, LLC
US	CONTINUOUS DATA PROTECTION	Registered	77/077579	1/7/2007	3332964	11/6/2007	Continuum Managed Services Holdco, LLC

Country	Trademark Name	Status	Application No.	Filing Date	Registration No.	Registration Date	Owner
US	RISOFT	Registered	77/146660	4/2/2007	3355664	12/18/2007	Continuum Managed Services Holdco, LLC
US	DISK SAFE	Registered	77032996	10/31/2006	3415085	4/22/2008	Continuum Managed Services Holdco, LLC
Great Britain	CONTINUUM SECURITY	Registered	UK00003338665	9/14/2018	UK00003338665	5/3/2019	Continuum Managed Services Holdco, LLC
US	CONTINUUM SECURITY	Registered	88/046793	7/20/2018	5831589	08/13/2019	Continuum Managed Services Holdco, LLC
US	BRIGHTGAUGE	Registered	85/093919	7/27/2010	4003816	7/26/2011	Brightgauge Software, Inc.

Mark Applications

Country	Trademark Name	Status	Application No.	Filing Date	Owner
US	THE PLATFORM FOR WHAT'S NEXT	Pending	88/469001	6/11/2019	Continuum Managed Services Holdco, LLC
US	CONTINUUM FORTIFY	Pending	88/468966	6/11/2019	Continuum Managed Services Holdco, LLC
US	CONTINUUM RECOVER	Pending	88/468977	6/11/2019	Continuum Managed Services Holdco, LLC
US	CONTINUUM COMMAND	Pending	88/468884	6/11/2019	Continuum Managed Services Holdco, LLC
US	CONTINUUM ASSIST	Pending	88/468858	6/11/2019	Continuum Managed Services Holdco, LLC

Country	Trademark Name	Status	Application No.	Filing Date	Owner
US	CONTINUUM ENABLE	Pending	88/468916	6/11/2019	Continuum Managed Services Holder, LLC

