

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM704401

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SCHOOL IMPROVEMENT GROUP, LLC		01/24/2022	Limited Liability Company: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TIMECLOCK PLUS, LLC		
<b>Street Address:</b>	1 Time Clock Drive		
<b>City:</b>	San Angelo		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76904		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4718430	SUBZZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5616713608		
<b>Email:</b>	ip@akerman.com		
<b>Correspondent Name:</b>	Peter A. Chiabotti		
<b>Address Line 1:</b>	777 South Flagler Drive		
<b>Address Line 2:</b>	Suite 1100 West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>ATTORNEY DOCKET NUMBER:</b>	0394805		
<b>NAME OF SUBMITTER:</b>	Peter A. Chiabotti		
<b>SIGNATURE:</b>	/Peter A. Chiabotti/		
<b>DATE SIGNED:</b>	01/25/2022		
<b>Total Attachments: 4</b>			
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## Trademark Assignment

This Trademark Assignment ("Trademark Assignment") is made and entered into as of this 24th day of January, 2022, by and between School Improvement Group, LLC, an Alabama limited liability company ("Assignor"), and TimeClock Plus, LLC, a Delaware limited liability company ("Assignee").

### **Recitals**

A. Assignor and Assignee have entered into that certain Intellectual Property Assignment, dated as of the date hereof ("IP Agreement"), by and among Assignor, Assignee, and certain other parties thereto, pursuant to which, Assignor has conveyed, transferred, and assigned to Assignee, certain Intellectual Property Rights of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not defined herein shall have the meaning given to such terms in the IP Agreement.

### **Agreement**

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Trademark Assignment as if fully set forth herein.

2. Assignment. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Seller Intellectual Property, free and clear of all liens and encumbrances, including:

(a) the trademark registrations and trademark applications set forth on Schedule A1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Terms of the IP Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks.

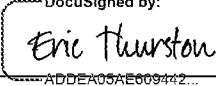
4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

**IN WITNESS WHEREOF**, this Trademark Assignment has been executed and delivered on the date first above written.

**ASSIGNEE:**

**TIMECLOCK PLUS, LLC**  
A limited liability company of Delaware  
1 Time Clock Drive  
San Angelo, Texas 76904

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Eric Thurston  
Title: Chief Executive Officer

**ASSIGNOR:**

**SCHOOL IMPROVEMENT GROUP, LLC**  
a limited liability company of Alabama  
1838 Wesfork Road  
Montgomery, Alabama 3611

By: \_\_\_\_\_  
Name: Antoine Rafael Richardson  
Title: Sole Member

**IN WITNESS WHEREOF**, this Trademark Assignment has been executed and delivered on the date first above written.

**ASSIGNEE:**

**TIMECLOCK PLUS, LLC**  
A limited liability company of Delaware  
1 Time Clock Drive  
San Angelo, Texas 76904

By: \_\_\_\_\_  
Name: Eric Thurston  
Title: Chief Executive Officer

**ASSIGNOR:**

**SCHOOL IMPROVEMENT GROUP, LLC**  
a limited liability company of Alabama  
1838 Wesfork Road  
Montgomery, Alabama 3611

DocuSigned by:  
*Antoine Rafael Richardson*  
By: \_\_\_\_\_  
Name: Antoine Rafael Richardson  
Title: Sole Member