

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706820

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClickFox, Inc.		01/26/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ignite Enterprise Software Solutions, Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88574884	BRYTERCX	
Serial Number:	88574879	BRYTERCX	
Serial Number:	90022185	JOURNEY INTELLIGENCE	
Serial Number:	90039149	JOURNEY IRIS	
Serial Number:	90039152	JOURNEY IRIS	
Serial Number:	76075490	CLICKFOX	
Serial Number:	86894209	JOURNEYS TELL A STORY	
Serial Number:	86764240	JOURNEY SCIENCES	
Serial Number:	86898494	JOURNEY ARCHITECTURE	
Serial Number:	86894172	JOURNEY DATASETS	
Serial Number:	90022206	JOURNEY INTELLIGENCE	
Serial Number:	86894238	JOURNEY SCIENCES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6125526094		
Email:	Leigh.Rand@jonespross.com		

OP \$315.00 88574884

Correspondent Name: Leigh Rand
Address Line 1: 1605 Lakecliff Hills Lane
Address Line 2: Suite 100
Address Line 4: Austin, TEXAS 78732

NAME OF SUBMITTER: Leigh Rand

SIGNATURE: /Leigh Rand/

DATE SIGNED: 02/07/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is entered into this 26th day of January, 2022 (the "Effective Date") by and between ClickFox, Inc., a Delaware corporation ("Assignor"), and Ignite Enterprise Software Solutions, Inc., a Delaware corporation, with a business address of 401 Congress Avenue, Suite 2650, Austin, Texas 78701 ("Assignee," and collectively with Assignor, the "Parties," and each a "Party").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of January 26, 2022 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of all trademarks marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the "Assigned Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor's right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and

performance of this Assignment shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

5. Entire Agreement; Counterparts. This is subject in all respects to the terms and conditions of the Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this 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 Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

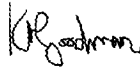
The Assigned Marks are provided on an “AS IS, WHERE IS” BASIS, WITH ALL FAULTS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR CAUSE, other than such representations and warranties as are expressly set forth in the Purchase Agreement.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR:

CLICKFOX, INC.

By: 

Name: Katie Goodman

Title: Authorized Signatory

ASSIGNOR:

IGNITE ENTERPRISE SOFTWARE SOLUTIONS, INC.

By: _____

Name: Andrew S. Price

Title: Chief Financial Officer

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK

REEL: 007627 FRAME: 0307 3112245

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR:

CLICKFOX, INC.


By: _____

Name: _____

Title: _____

ASSIGNOR:

**IGNITE ENTERPRISE SOFTWARE
SOLUTIONS, INC.**

By:  _____

Name: Andrew S. Price

Title: Chief Financial Officer

SCHEDULE A

Mark	Registration/ Application No.	Jurisdiction	Date of Registration/ Application Date
BRYTERCX	88/574,884	U.S.	July 7, 2020
BRYTERCX	88/574,879	U.S.	July 7, 2020
JOURNEY INTELLIGENCE	90/022,185	U.S.	June 26, 202
JOURNEY IRIS	90/039,149	U.S.	July 7, 2020
JOURNEY IRIS	90/039,152	U.S.	July 7, 2020
CLICKFOX	76/075,490	U.S.	July 16, 2002
JOURNEYS TELL A STORY	86/894,209	U.S.	April 11, 2017
JOURNEY SCIENCES	86/764,240	U.S.	July 25, 2017
JOURNEY ARCHITECTURE	86/898,494	U.S.	August 1, 2017
JOURNEY DATASETS	86/894,172	U.S.	August 29, 2017
JOURNEY SCIENCES [and design]	86/894,238	U.S.	October 3, 2017
JOURNEY SCIENCES	86/764,240	U.S.	July 25, 2017
JOURNEY INTELLIGENCE	90/022,206	U.S.	April 27, 2021