

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRECLOSE, INC.		02/22/2022	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	ORCHARD TECHNOLOGIES, INC.		
Street Address:	195 Broadway		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5282375	PRECLOSE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	34657.40		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz/		
DATE SIGNED:	03/02/2022		
Total Attachments: 3			
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CH \$40.00 5282375

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, having an effective date of February 22, 2022 (the "Effective Date") is made by and between Preclose, Inc., a South Carolina corporation having an address at 145 Williman Street Charleston, South Carolina 29403 ("Assignor") and Orchard Technologies, Inc., a Delaware corporation having an address at 195 Boradway, 26th Floor, New York, NY 10007 ("Assignee").

WHEREAS, Assignor and Assignee are among the parties to that certain Purchase Agreement, dated as of February 22, 2022 (as amended, supplemented or modified, the "Contribution Agreement");


WHEREAS, pursuant to the Purchase Agreement, Assignor conveyed, assigned, and transferred to Assignee all right, title, and interest in and to the trademark registrations set forth on Schedule A and all common law and other rights, worldwide, in and to the trademark that are the subject of such registration (such rights, collectively, the "Trademarks"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective as of the Effective Date, Assignor hereby grants, assigns, transfers, and delivers all of its rights, title and interests in and to the Trademarks to Assignee, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its sole use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.
2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.
3. This Trademark Assignment may be executed simultaneously 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.
4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

IN WITNESS WHEREOF, Assignor has duly executed this Trademark Assignment as of the first date written above.

PRECLOSE, INC.

By:  _____

Name: Will Deupree

Title: Chief Executive Officer

Schedule A
Trademarks

<u>Mark</u>	<u>Registration Number</u>
PRECLOSE	5282375