

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HBR Computer Stores, Inc.		03/01/2021	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Meriplex Solutions, LLC		
Street Address:	10111 Richmond Ave		
Internal Address:	Suite 500		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77942		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2607121	THE POWER IS IN THE PARTNERSHIP	
Registration Number:	2607120	THE POWER IS IN THE PARTNERSHIP	
Registration Number:	2638613	HBR TECHNOLOGIES	
Registration Number:	2607119	HBR TECHNOLOGIES	
Registration Number:	2612113	HBR TECHNOLOGIES	
Registration Number:	2612112	THE POWER IS IN THE PARTNERSHIP	
Registration Number:	2623860	HBR TECHNOLOGIES	
Registration Number:	2607118	HBR TECHNOLOGIES	
Registration Number:	2612111	HBR TECHNOLOGIES	
Registration Number:	2743403	HBR	
Registration Number:	2743402	HBR	
Registration Number:	2737913	HBR	
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:	214-446-6037		
Email:	kirk.voss@griffithbarbee.com		

OP \$315.00 2607121

Correspondent Name: Kirk Voss
Address Line 1: 1722 Routh St
Address Line 2: Ste 710
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Kirk Voss

SIGNATURE: /Kirk Voss/

DATE SIGNED: 03/15/2022

Total Attachments: 7

source=Project Atlas - EXECUTED - Assignment and Assumption Agreement (REDACTED)_Redacted#page1.tif

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INSTRUMENT OF ASSIGNMENT AND ASSUMPTION

This INSTRUMENT OF ASSIGNMENT AND ASSUMPTION (this “**Assignment**”), dated as of March 1, 2021 (the “**Effective Date**”), is entered into by and between HBR Computer Stores, Inc. d/b/a HBR Technologies, a Texas corporation, on behalf of itself and any successors in interest and permitted assigns (“**Assignor**”), and Meriplex Solutions, LLC, a Texas limited liability company (“**Assignee**” and together with the Assignor, the “**Parties**”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the same meanings ascribed to such terms in that certain Asset Purchase Agreement, dated as of March 1, 2021 (the “**Asset Purchase Agreement**”), among Assignor, Assignee, Jeffrey Romick, an individual residing in the State of Texas, David Romick, an individual residing in the State of Texas, Staci Mendelsohn, an individual residing in the state of Texas, and Glenn Mendelsohn, an individual residing in the state of Texas.

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement pursuant to which, among other things, (a) Assignor has agreed to sell, convey, transfer and assign to Assignee, free and clear of all Liens, the Assets; (b) Assignee has agreed to purchase from Assignor the Assets; and (c) Assignee has agreed to assume certain liabilities;

WHEREAS, to accomplish the foregoing, (a) Assignor and Assignee are executing this Assignment with regard to the sale, conveyance, transfer and assignment of certain of the Assets and the assumption by Assignee of certain liabilities; and (b) simultaneously, Assignor and Assignee are executing a “Bill of Sale” with regard to the sale, conveyance, transfer and assignment of the remaining Assets;

WHEREAS, pursuant to this Assignment, Assignor will sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in the following assets, which comprise part of the Assets as set forth in the Asset Purchase Agreement and which consist of: (a) the Assigned Intellectual Property including, without limitation, those items more particularly described on Schedule 2.1(b)(iii) attached hereto; (b) the Assigned Prepayments and Deposits, including, without limitation, those items more particularly described on Schedule 2.1(b)(iv) attached hereto; (c) the Assigned Accounts Receivable, consisting of those items more particularly described on Schedule 2.1(b)(v) attached hereto; (d) the Assigned Contracts, including, without limitation, those items more particularly described on Schedule 2.1(b)(vi) attached hereto; (e) the Assigned Governmental Authorizations including, without limitation, those items more particularly described on Schedule 2.1(b)(vii) attached hereto; (f) the Assigned Claims, including, without limitation, those items more particularly described on Schedule 2.1(b)(viii) attached hereto; and (g) all goodwill relating to the Business (all of the Assets referred to in this paragraph are collectively referred to herein as the “**Assigned Assets**”);

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee has agreed to assume the Assumed Liabilities and, accordingly, shall pay, perform and discharge when due, the following liabilities as set forth in the Asset Purchase Agreement consisting of: (a) obligations that accrue and arise after the Effective Date with respect to the Assigned Contracts; and (b) the Assumed Accounts Payable that are specifically set forth on Schedule 2.3(b) attached hereto (all of the foregoing liabilities in this paragraph are referred to as the “**Assumed Liabilities**”); and

WHEREAS, the execution and delivery of this Assignment by each Party is a condition to the other Party's obligation to consummate the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants set forth in the Asset Purchase Agreement and hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all Liens, all of Assignor's right, title and interest in, to and under the Assigned Assets. Assignee hereby purchases, receives, acquires and accepts the foregoing sale, assignment, transfer, conveyance and delivery of the Assigned Assets. Notwithstanding the foregoing, assignment of those certain IT Systems listed on Schedule 3.14(b) of the Disclosure Schedules that are unable to be assigned at Closing shall be effective when each such asset can be assigned. As of the Effective Date, Assignee hereby assumes the Assumed Liabilities.

2. Excluded Assets and Retained Liabilities Not Transferred or Assumed. Notwithstanding Section 1 or Section 2 of this Assignment, nothing expressed or implied in this Assignment is intended to effect, and nothing expressed or implied in this Assignment shall constitute or be deemed to be, (a) a sale, assignment, transfer, conveyance or delivery to Assignee of any Excluded Assets, or (b) an assumption by Assignee or its Affiliates of any Retained Liabilities. Neither Assignee nor any of its Affiliates assumes or agrees to pay, perform or discharge any Retained Liabilities of any nature, kind or description whatsoever pursuant to this Assignment. Assignor hereby acknowledges that it is retaining and shall be solely responsible for the Retained Liabilities and Excluded Assets.

3. Conflict with Asset Purchase Agreement. Each of the Parties, by its execution of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any Party under the Asset Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment. In the event of a conflict between the terms and provisions of this Assignment and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall govern and control.

4. Further Assurances. Each Party hereby covenants and agrees that, at any time and from time to time after the Effective Date, as the other Party may reasonably request and without further consideration, such Party shall reasonably cooperate with the other Party to take such actions, and execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances, as necessary in order to effectuate the provisions and purposes of this Assignment. Assignor hereby authorizes Assignee to take any appropriate action to protect the right, title and interest in, to and under the Assigned Assets hereby sold, conveyed, transferred, assigned and delivered, in the name of Assignor, Assignee or any other name (for the benefit of Assignee and its successors and assigns), against each and every Person or Persons whomsoever claiming or asserting any claim against any or all of the same.

5. Amendment; Waiver. No amendment, modification or waiver of this Assignment or any provision hereof shall be effective unless it is in writing and signed by each of Assignor and Assignee.

6. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

7. Severability. If any term or other provision of this Assignment is determined to be invalid, illegal or incapable of being enforced under any Laws, or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect. If any term or other provision of this Assignment is so broad as to be invalid, illegal or incapable of being enforced, such provision shall be interpreted to be only so broad as is valid, legal and capable of being enforced. If any term or other provision of this Assignment is determined to be invalid, illegal or incapable of being enforced for any reason other than overbreadth, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Assignment are fulfilled to the fullest extent possible.

8. Counterparts. This Assignment may be executed in one or more counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile, email (by PDF) or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

9. Governing Law. This Assignment and all disputes, controversies or claims relating to, arising out of or under, or in connection with this Assignment or the transactions contemplated hereby, including the negotiation, execution and performance hereof or thereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of choice of law or conflicts of law rules or provisions (whether of the State of Texas or any other jurisdiction).

10. Interpretation. Assignee and Assignor acknowledge that each Party and its counsel have reviewed this Assignment and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Assignment. Headings are included in this Assignment for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

HBR COMPUTER STORES, INC. D/B/A HBR
TECHNOLOGIES

By: 
Name: Jeffrey Romick
Title: Chief Executive Officer

ASSIGNEE:

MERIPLEX SOLUTIONS, LLC

By: _____
Name: David A. Henley
Title: Chief Executive Officer

[Signature Page to Instrument of Assignment and Assumption]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

HBR COMPUTER STORES, INC. D/B/A HBR
TECHNOLOGIES

By: _____

Name: Jeffrey Romick

Title: Chief Executive Officer

ASSIGNEE:

MERIPLEX SOLUTIONS, LLC

By: _____

Name: David A. Henley

Title: Chief Executive Officer

[Signature Page to Instrument of Assignment and Assumption]

TRADEMARK
REEL: 007659 FRAME: 0706

SCHEDULES

Schedule 2.1(b)(iii)

Assigned Intellectual Property

Assumed Names
HBR Technologies
HBR Tech
HBR
Domains
hbrtech.com
hbrtechnologies.com
rPromis.com
Phone Numbers
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Trademark Registration Table

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	76220898	2607121	THE POWER IS IN THE PARTNERSHIP	TSDR	LIVE
2	76220897	2607120	THE POWER IS IN THE PARTNERSHIP	TSDR	LIVE
3	76220896	2638613	HBR TECHNOLOGIES	TSDR	LIVE
4	76220895	2607119	HBR TECHNOLOGIES	TSDR	LIVE
5	76220894	2612113	HBR TECHNOLOGIES	TSDR	LIVE
6	76220893	2612112	THE POWER IS IN THE PARTNERSHIP	TSDR	LIVE
7	76220892	2623860	HBR TECHNOLOGIES	TSDR	LIVE
8	76220891	2607118	HBR TECHNOLOGIES	TSDR	LIVE
9	76220890	2612111	HBR TECHNOLOGIES	TSDR	LIVE
10	76220889	2743403	HBR	TSDR	LIVE
11	76220888	2743402	HBR	TSDR	LIVE
12	76220887	2737913	HBR	TSDR	LIVE