

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719290

<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>
Atlas Business Solutions, Inc.		04/01/2022	Corporation: NORTH DAKOTA
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3064760	SCHEDULEANYWHERE	
<b>Registration Number:</b>	4049460	SCHEDULEBASE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5616596313		
<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>	5616535000		
<b>Email:</b>	ip@akerman.com		
<b>Correspondent Name:</b>	Akerman LLP		
<b>Address Line 1:</b>	777 S. Flagler Dr., Ste. 1100 West Tower		
<b>Address Line 4:</b>	West Palm Beach, FLORIDA 33401		
<b>NAME OF SUBMITTER:</b>	Peter A. Chiabotti		
<b>SIGNATURE:</b>	/Peter A. Chiabotti/		
<b>DATE SIGNED:</b>	04/06/2022		
<b>Total Attachments: 5</b>			
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## **Trademark Assignment**

This Trademark Assignment (“Trademark Assignment”) is made and entered into as of this 1<sup>st</sup> day of April, 2022, by and between Atlas Business Solutions, Inc., a North Dakota corporation (the “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 Business 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: Yogesh Periwal  
Name: Yogesh Periwal  
Title: Chief Financial Officer

**ASSIGNOR:**

**ATLAS BUSINESS SOLUTIONS, INC.**

a corporation of North Dakota  
PO Box 9013  
Fargo, North Dakota 58106

By: \_\_\_\_\_  
Name: Jonathan Forknell  
Title: Vice President

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

**ASSIGNEE:**

**TIMECLOCK PLUS, LLC**

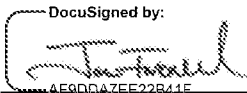
A limited liability company of Delaware  
1 Time Clock Drive  
San Angelo, Texas 76904

By: \_\_\_\_\_  
Name: Yogesh Periwal  
Title: Chief Financial Officer

**ASSIGNOR:**

**ATLAS BUSINESS SOLUTIONS, INC.**

a corporation of North Dakota  
PO Box 9013  
Fargo, North Dakota 58106

By:  \_\_\_\_\_  
Name: Jonathan Forknell  
Title: Vice President

## Schedule A1

### Applications and Registrations

#### Registered Trademarks

**Schedule Anywhere**

- Covered Goods/Services: Providing temporary use of non-downloadable computer software for assigning work shifts to employees and permitting employers and employees to view work shift assignments and attendance reports over computer networks, intranets and the internet
- Owner: Atlas Business Solutions, Inc.
- U.S. Registration No. 3064760
- Registration Date: March 7, 2006
- Serial Number: 76592149
- Filing Date: May 13, 2004
- Next Renewal: Window opens March 7, 2025, Window Closes March 7, 2026, Grace Period Ends September 7, 2026

#### **SCHEDULEBASE**

- Covered Goods/Services: Application service provider, namely, hosting, managing and maintaining applications and software and data of others, for assigning work shifts, jobs, projects and other time-based activities to employees and permitting employers and employees to review assignments over computer networks, intranets and the Internet.
- Owner: Atlas Business Solutions, Inc.
- U.S. Registration No. 4049460
- Registration Date: November 1, 2011
- Serial Number: 76705339
- Filing Date: November 15, 2010
- Next Renewal: Window opens November 1, 2030, Window Closes November 1, 2031, Grace Period Ends May 1, 2032