

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720879

<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>
Granicus, Inc.		02/01/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Granicus, LLC		
<b>Street Address:</b>	408 SAINT PETER STREET, SUITE 600		
<b>City:</b>	ST. PAUL		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55102		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5942876	GRANICUS	
<b>Registration Number:</b>	4684738	SPEAKUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132735145		
<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>	813-273-5063		
<b>Email:</b>	ptotpa@gray-robinson.com		
<b>Correspondent Name:</b>	Cole Carlson		
<b>Address Line 1:</b>	401 E. Jackson Street, Suite 2700		
<b>Address Line 2:</b>	IP Dept.		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>ATTORNEY DOCKET NUMBER:</b>	11857.20		
<b>NAME OF SUBMITTER:</b>	Cole Carlson		
<b>SIGNATURE:</b>	/Cole Carlson/		
<b>DATE SIGNED:</b>	04/13/2022		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 1, 2022 (the "Effective Date"), by Granicus, Inc., a corporation and existing under the laws of the State of California ("Assignor"), in favor of Granicus, LLC, a limited liability company and existing under the laws of the State of Minnesota ("Assignee").

WHEREAS, effective as of the Effective Date, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, and the parties wish to record such ownership with the United States Patent and Trademark Office (the "USPTO"), the United States trademark registrations for the marks GRANICUS (U.S. Reg. No. 5,942,876) and SPEAKUP (U.S. Reg. No. 4,684,738), together with the goodwill of the business associated therewith (collectively, the "Marks"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Assignor and Assignee hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably conveys, assigns, and transfers to Assignee, free and clear of liens, security interests, licenses, options or any other encumbrances, any and all of Assignor's right, title and interest in, to and under the Marks (including, without limitation, the goodwill associated therewith), and any service mark, trademark or other indicia of origin that contains the Marks or that is confusingly similar to the Marks, in each case, together with all of the goodwill associated therewith and all common law and all other associated rights, in the United States and in any jurisdiction throughout the world (collectively, and together with the Marks, the "Assigned Marks"), the same to be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and completely as the same would have been held and enjoyed by Assignor had this Assignment not been made, and including, without limitation, (a) all registrations therefor and applications for registration thereof, the right to renew any registration included in the Assigned Marks, the right to apply for registration of any Assigned Marks within or outside of the United States based in whole or in part upon the Marks or any other Assigned Marks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, dilution, or any other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. Assignor hereby requests the Commissioner of Patents and Trademarks in the USPTO to record Assignee as the assignee and owner of the Marks (and, as applicable, any registered, or applications for registration of, any other Assigned Marks) and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Further Assurances. From time to time following the Effective Date, at the sole

expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment and transfer and such other documents and shall provide information and assistance, and take or cause to be taken other actions, including, without limitation, in order to (a) record, perfect, confirm or otherwise effectuate the assignment granted hereunder, (b) file an application, or renew a registration with respect to an Assigned Marks, or prosecute, maintain or enforce any Assigned Marks, or (c) defend any infringement or other proceeding or claim that may arise in connection with any Assigned Marks; but, in each case, only if and to the extent reasonably requested by Assignee or any of Assignee's successors or assigns.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5. Choice of Law. This Assignment and any controversy related to or arising, directly or indirectly, out of, caused by or resulting from this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Minnesota. Any and all claims, controversies, and causes of action arising out of or relating to this Assignment, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of Minnesota, including, without limitation, its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction.

6. Counterparts. This Assignment may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered will be deemed to be an original and all of which taken together will constitute one and the same agreement.

*Remainder of page intentionally left blank; signatures follow.*

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the Effective Date.

**ASSIGNOR:**

GRANICUS, INC.

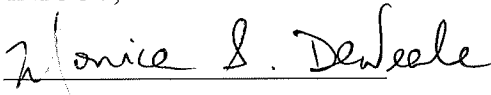
By:  \_\_\_\_\_

Name: Mahmudul Amin

Title: Chief Financial Officer

**ASSIGNEE:**

GRANICUS, LLC

By:  \_\_\_\_\_

Name: Monica S. DeNeale

Title: General Counsel