

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724982


SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smileback, LLC		11/19/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ConnectWise, LLC		
Street Address:	4110 George Road		
Internal Address:	Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33634		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5640234	SMILEBACK	
CORRESPONDENCE DATA			
Fax Number:	4192559639		
<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:	419-255-5900		
Email:	mst@mstfirm.com		
Correspondent Name:	MacMillan, Sobanski & Todd, LLC		
Address Line 1:	720 Water Street		
Address Line 2:	One Maritime Plaza, 5th Floor		
Address Line 4:	Toledo, OHIO 43604		
NAME OF SUBMITTER:	James A. Duggan		
SIGNATURE:	/jamesaduggan/		
DATE SIGNED:	04/29/2022		
Total Attachments: 18			
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ASSET PURCHASE AGREEMENT

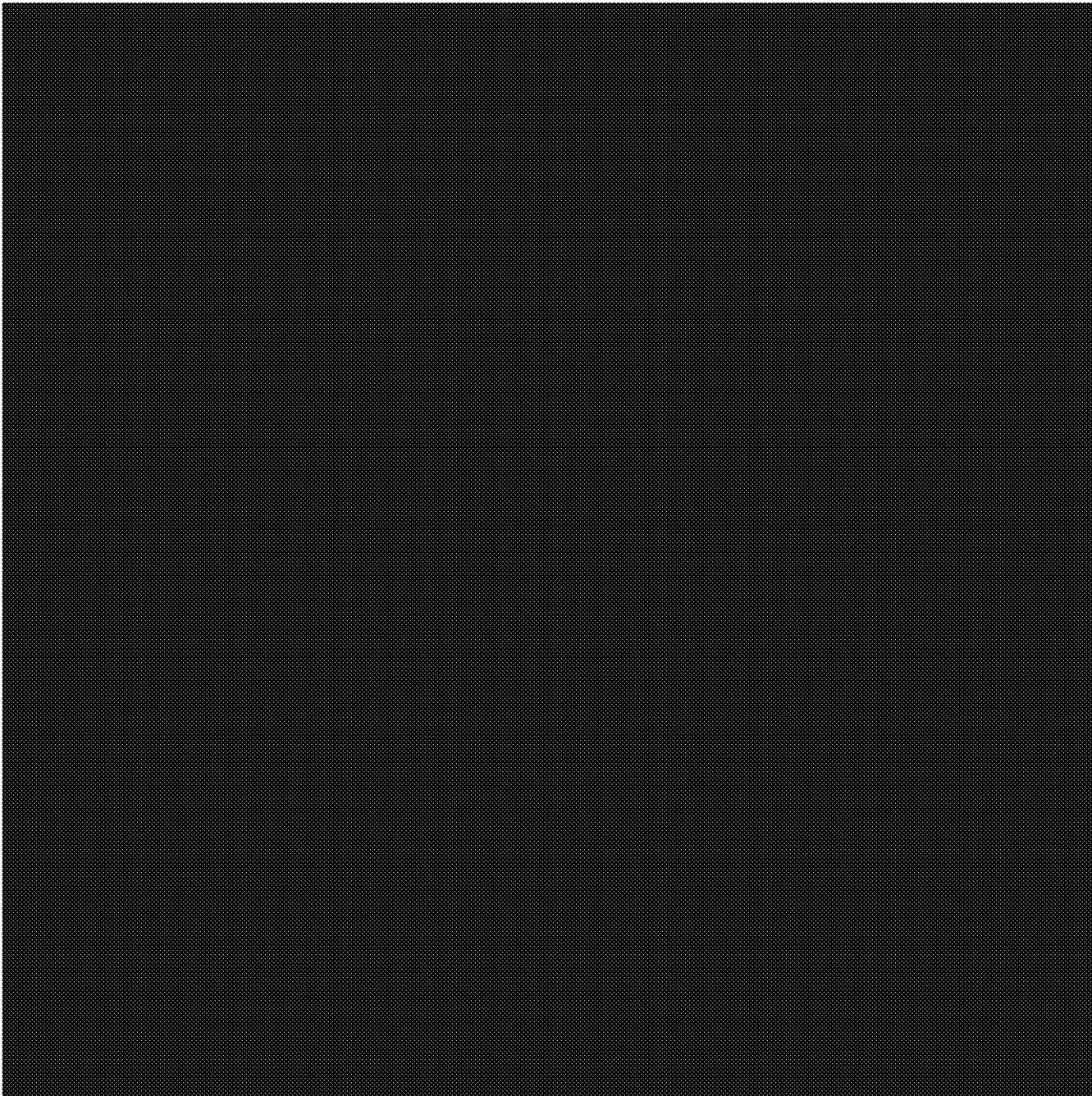
ASSET PURCHASE AGREEMENT, dated as of November 19, 2021 (the “**Agreement**”), by and among ConnectWise, LLC, a Delaware limited liability company (the “**Buyer**”), SmileBack, LLC, a Delaware limited liability company (“**SmileBack**”),



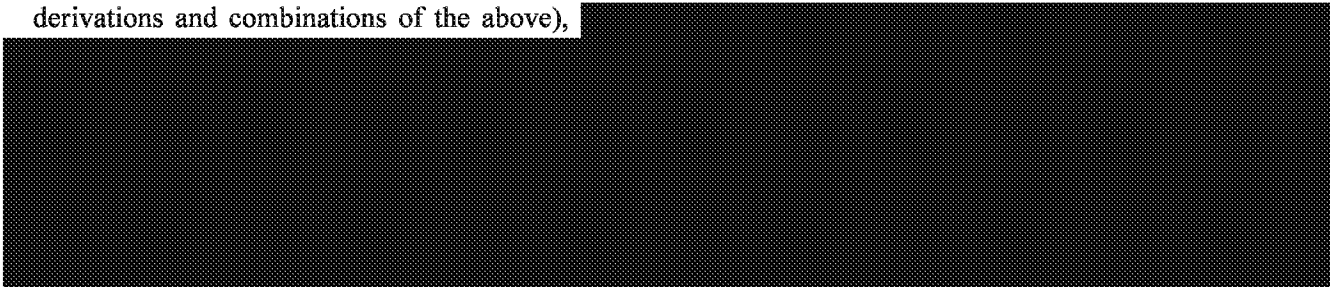
ARTICLE I
PURCHASE AND SALE

1.1 Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions of this Agreement, at the Closing, the Sellers sell, assign, transfer, convey and deliver to the Buyer, and the Buyer purchases, acquires and accepts from the Sellers, free and clear of any mortgage, lien, pledge, charge, security interest, adverse claim or other encumbrance in respect of such property or asset (collectively, “**Liens**”), all of the assets, properties and rights of every kind and description, real, personal and mixed, tangible and intangible, wherever situated, that are used in or related to the Business, other than the Excluded Assets (collectively, the “**Purchased Assets**”), including the following assets, properties and rights:

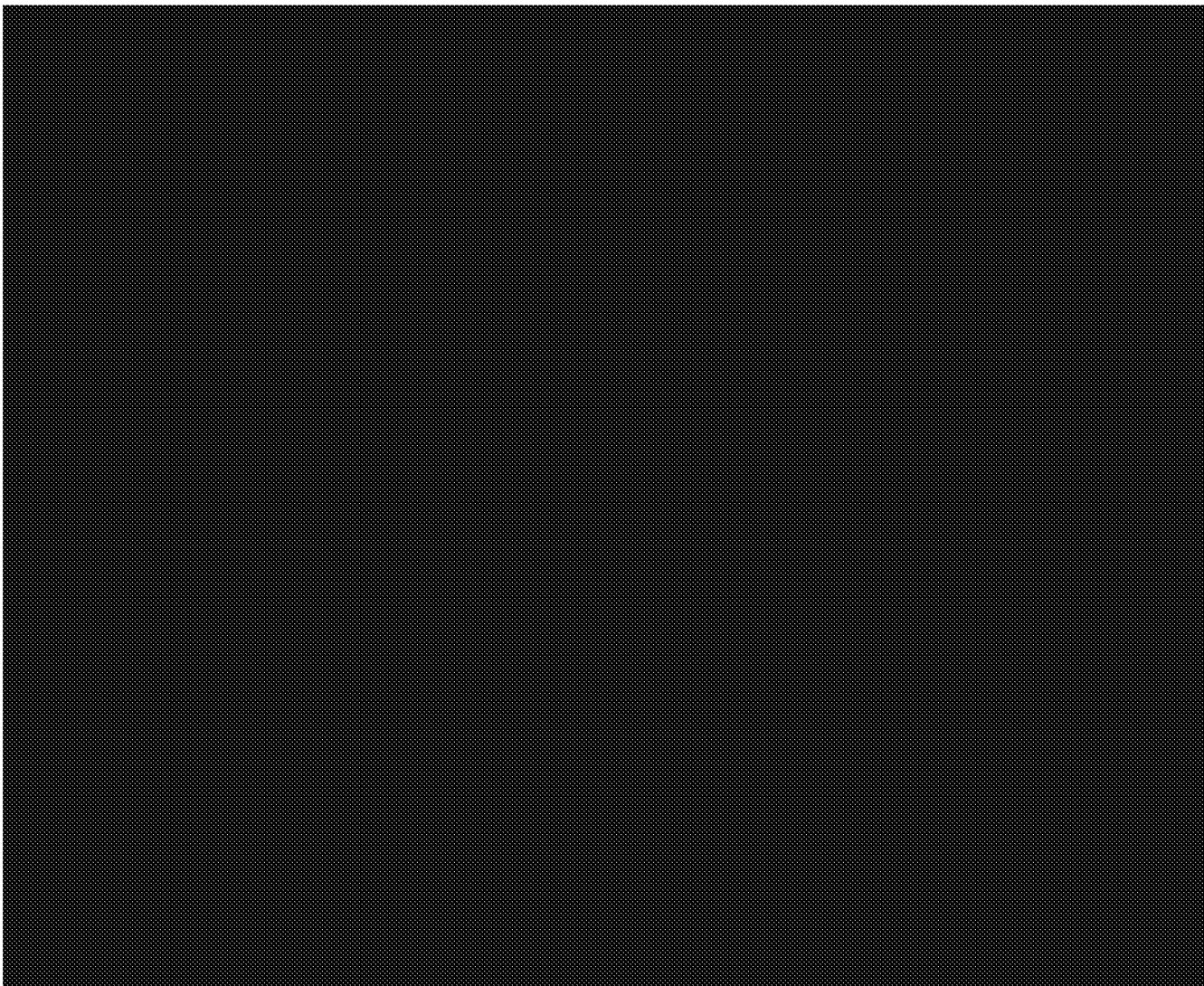




(1) all of the following in any jurisdiction throughout the world (collectively, the “Intellectual Property”): (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the above),



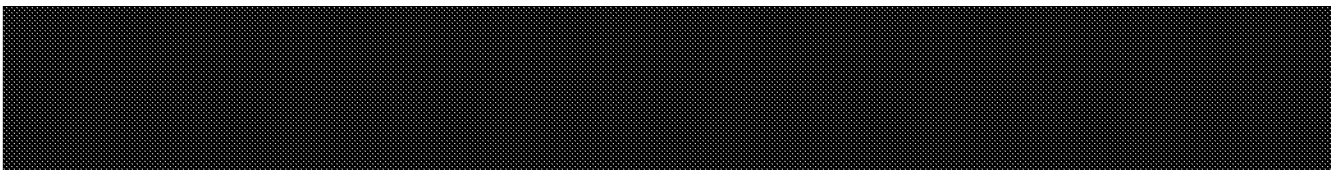
(m) all goodwill of the Business as a going concern; and



1.6 Closing.

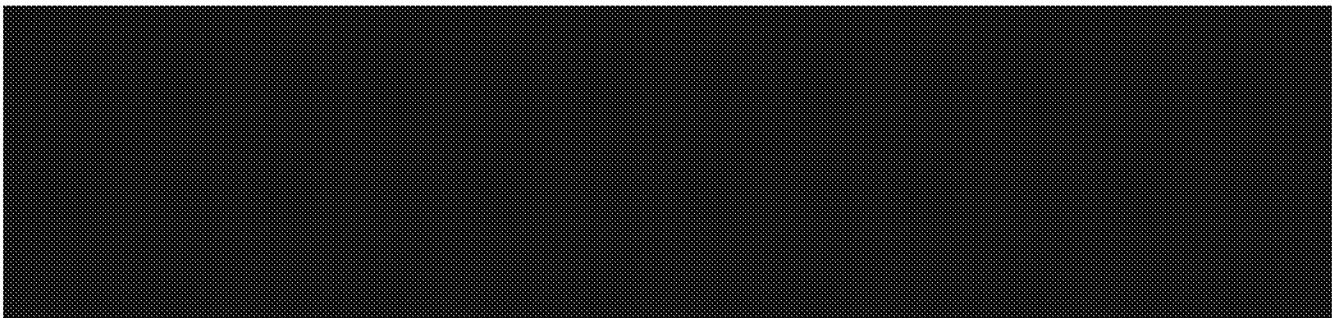
(a) Closing Date. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall be effective as of 12:01 a.m. on the date of this Agreement (such date the “**Closing Date**”) and shall take place remotely via exchange of electronic documents and signatures.

(b) Sellers’ Closing Deliverables. Simultaneously with the execution of this Agreement, the Sellers and the Principals have delivered to the Buyer the following:



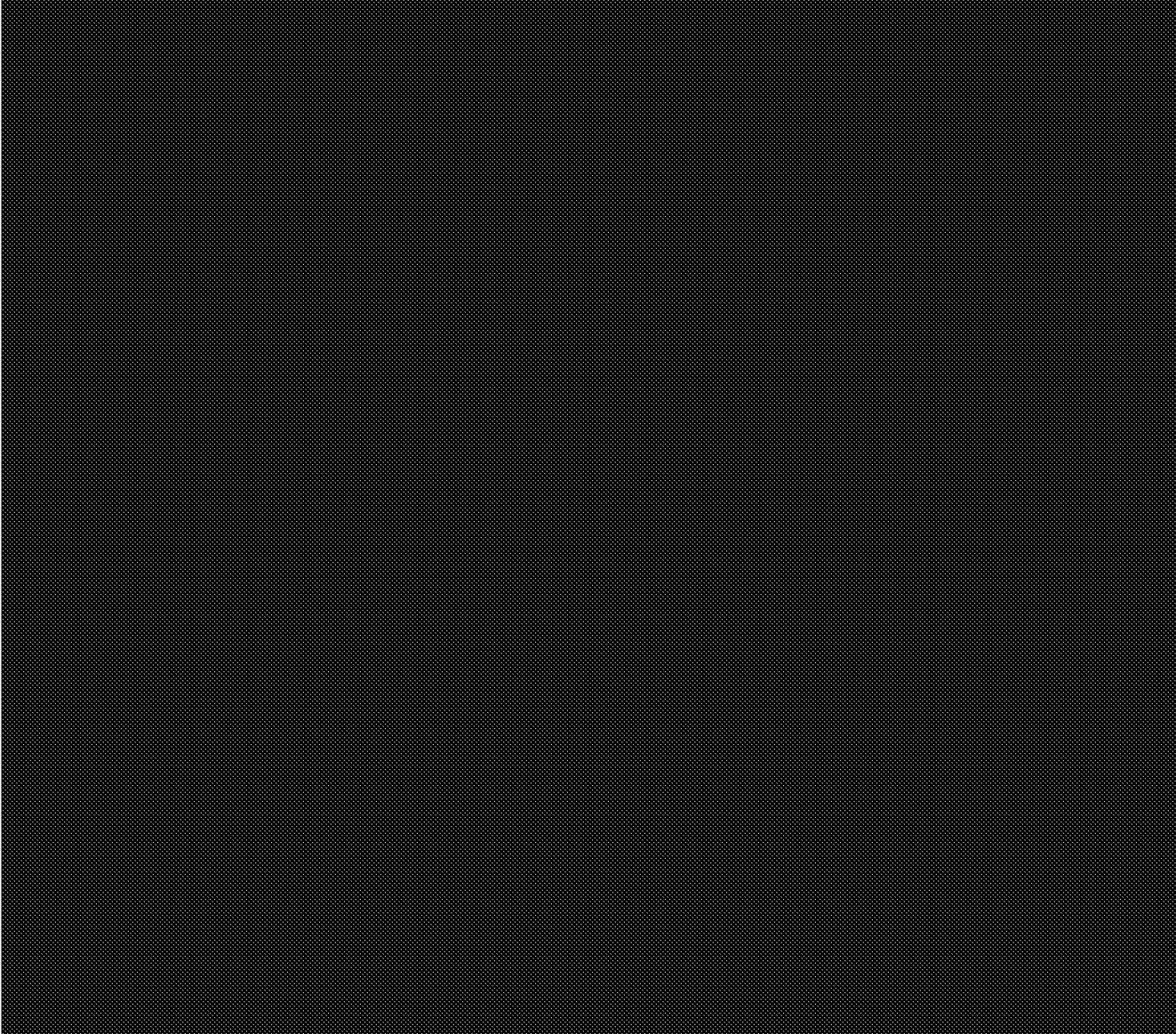
(ii) assignments transferring all of the Sellers’ and the Principals’ right, title and interest in and to the Business Intellectual Property to the Buyer (the “**Intellectual Property Assignment**”), duly executed by the Sellers and the Principals;





ARTICLE II
REPRESENTATIONS AND WARRANTIES OF THE SELLERS AND THE PRINCIPALS

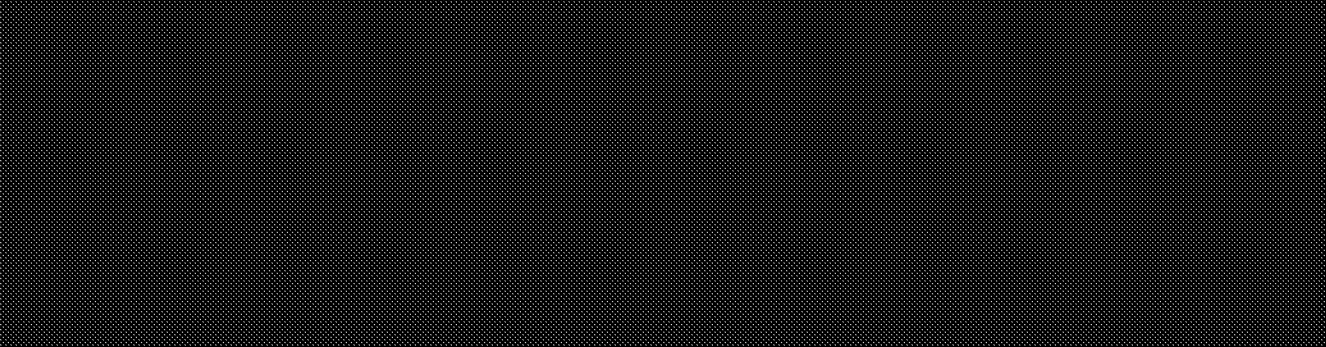
The Sellers and the Principals represent and warrant and to the Buyer as of the date of this Agreement that the statements contained in this Article II are true and correct.





2.8 Intellectual Property.

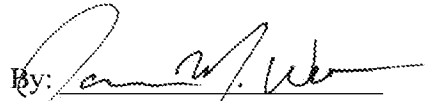
(a) Schedule 2.8(a) sets forth a complete and accurate list of all Intellectual Property used or held for use in the conduct of the Business (collectively, the “**Business Intellectual Property**”). The Business Intellectual Property includes all Intellectual Property necessary for the continued operation of the Business immediately after the Closing in substantially the same manner as it was operated prior to the Closing. All Business Intellectual Property is included in the Purchased Assets. The Sellers owns free and clear of all Liens, or has valid rights to use and assign, all Business Intellectual Property, all of which rights shall survive unchanged upon the consummation of the transactions contemplated by this Agreement.



IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

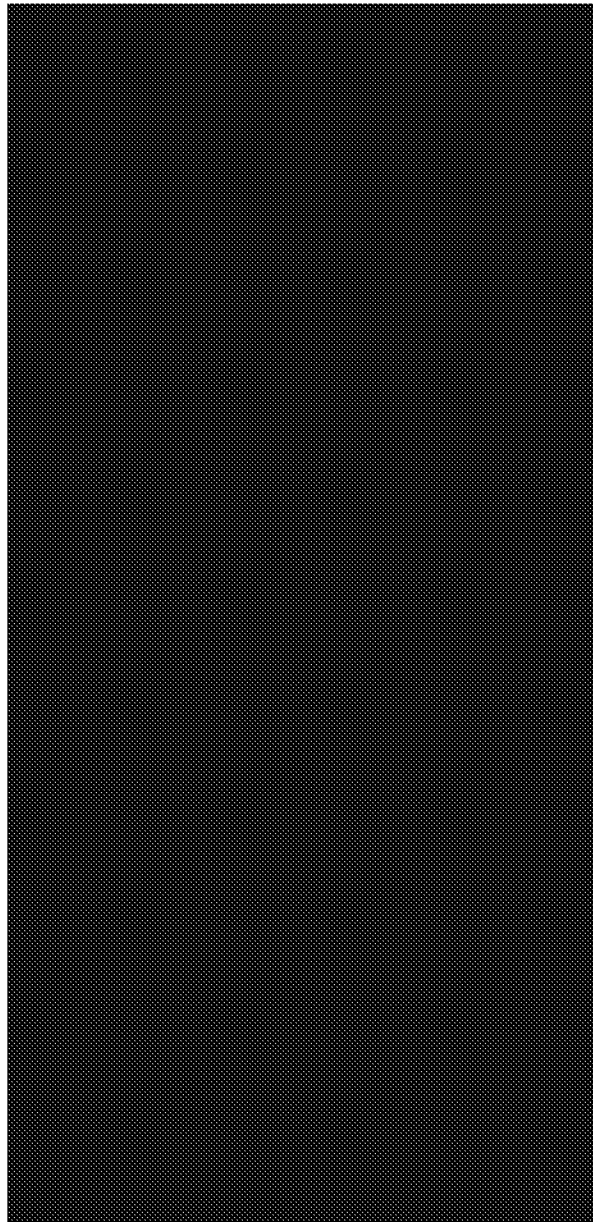
SELLERS:

SMILEBACK, LLC

By: 


Name: Jamison West

Title: Manager



BUYER:

CONNECTWISE, LLC

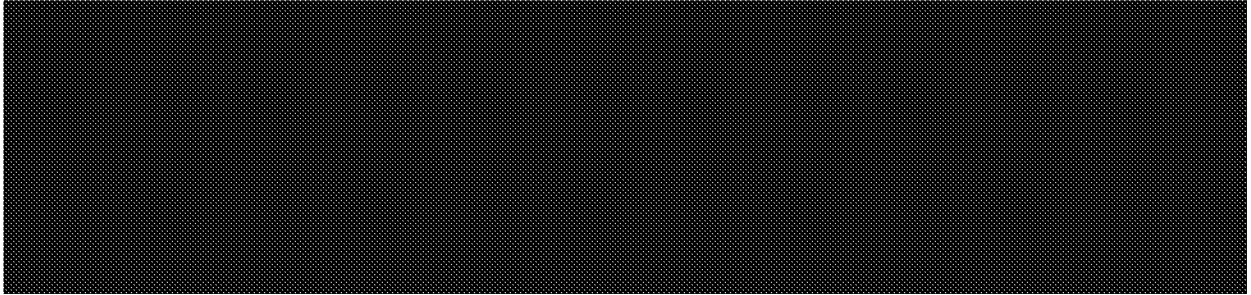
By: 
Name: Jason Magee
Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

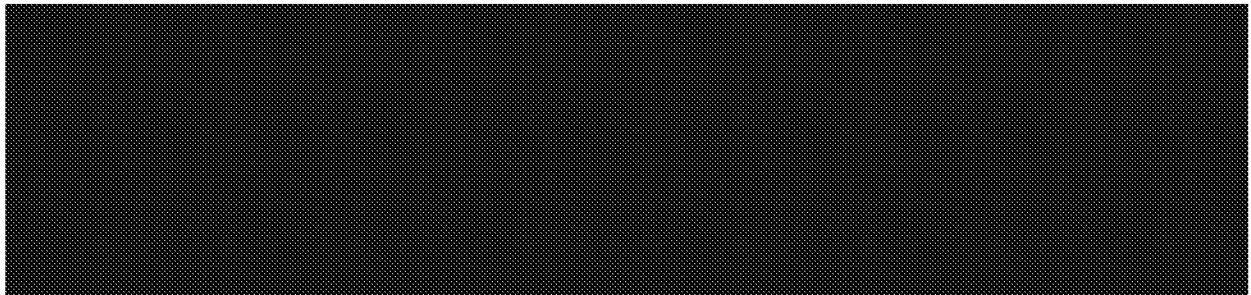
TRADEMARK
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Schedule 2.8(a)

Intellectual Property



- **SmileBack, LLC's Trademarks**



- **US Registered Trademark**
 - Mark: SMILEBACK
 - Registration Number: 5640234
- **Common Law Trademarks**
 - SmileBack Logo:



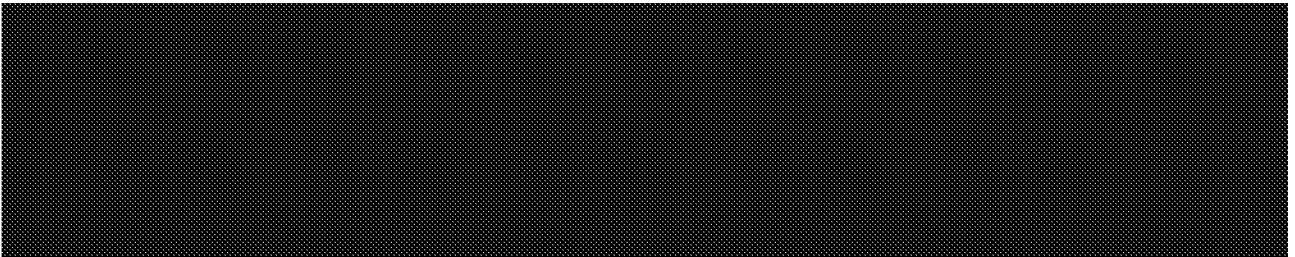
ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of November 19, 2021 (this "Assignment"), is entered into by and among ConnectWise, LLC, a Delaware limited liability company ("Buyer"), SmileBack, LLC, a Delaware limited liability company ("SmileBack"),



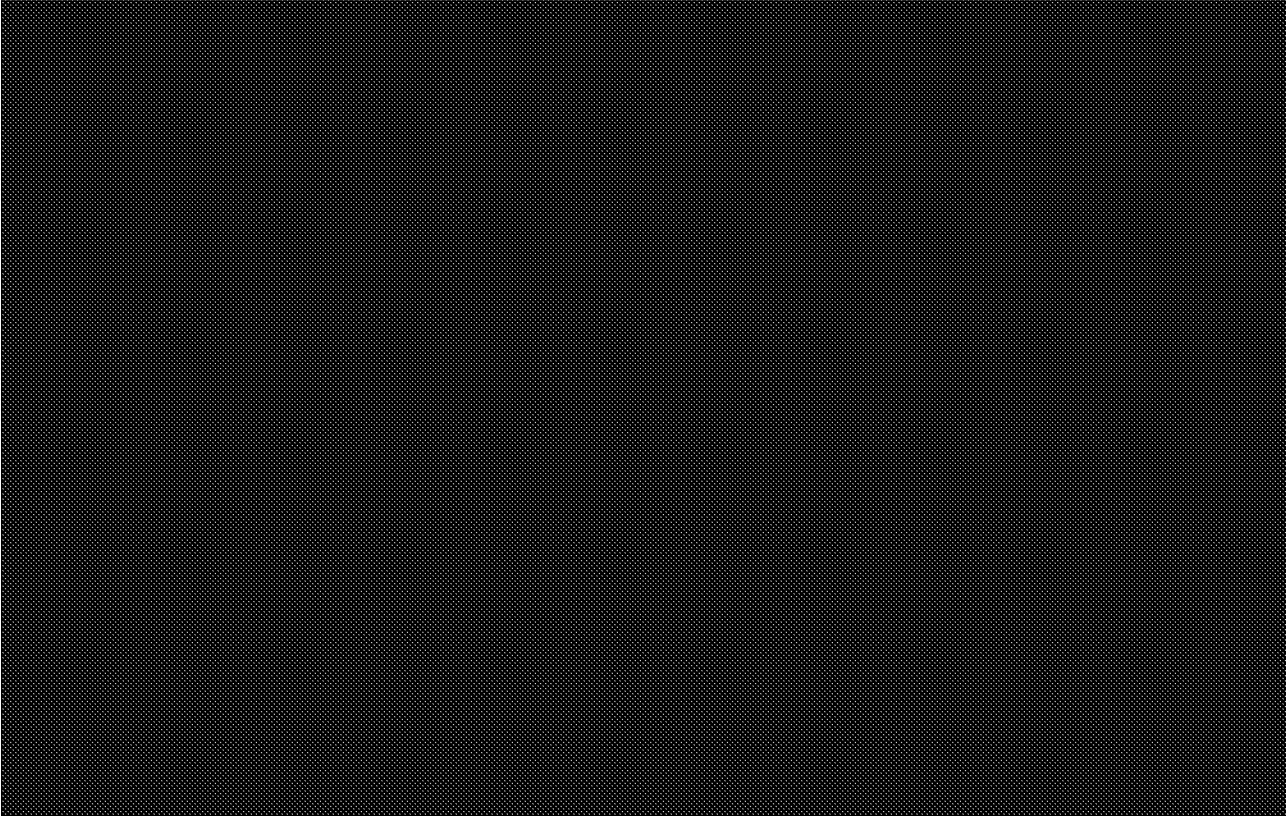
AGREEMENT

Accordingly, in consideration of the mutual agreements set forth in this Assignment, the Parties agree as follows:



2. Trademarks. Sellers and each Principal hereby sells, conveys, assigns, transfers and delivers to Buyer, free and clear of all Liens, all right, title and interest in, to and under the trademarks included in the Business Intellectual Property, together with the goodwill of the business that is symbolized by such trademarks, including but not limited to renewal rights therein, the right to obtain registrations of such trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Buyer's sole name.





7. Further Acts. Each of the Parties agree, without further consideration, to take or cause to be taken all actions and to do, or cause to be done, all things necessary, appropriate or convenient in the view of the other Parties to consummate and make effective the assignment contemplated in this Assignment and in the Asset Purchase Agreement; including without limitation the execution of such documents, the filing of such instruments, and the taking of any such other actions as may be necessary, appropriate or convenient to vest all right, title and interest in all of the Business Intellectual Property in Buyer or its assignee and to consolidate, confirm and record all aspects thereof.

8. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the Parties' respective successors and assigns.

9. Parties in Interest, Assignment. All representations, warranties, covenants, terms and conditions of this Assignment shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the Parties; provided, however, that none of the rights or obligations of Sellers or Principals may be assigned without the prior written consent of Buyer.

10. Severability. In the event that any one or more of the provisions contained in this Assignment shall be invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions of this Assignment shall not be in any way impaired.

11. Governing Law, Jurisdiction. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Delaware. All suits, actions or other proceedings

seeking to enforce, or otherwise arising in connection with, this Assignment shall be brought in (a) the state court of the appropriate jurisdiction sitting in Hillsborough County, Florida, and (b) the United States District Court for the Middle District of Florida (Tampa Division). Each of the Parties irrevocably consents to the exclusive jurisdiction of the foregoing courts in such matters.

12. Subject to Asset Purchase Agreement. In the event of any conflict or other difference between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall govern and control.

13. Reproduction Valid as Original. Any photocopy, facsimile or other copy of this Assignment shall be treated for all purposes as though it were an executed original.

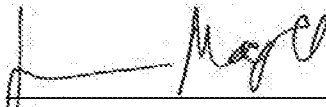
14. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. The reproduction of signatures by means of facsimile device shall be treated as though such reproductions are executed originals.

[Signature page follows]

IN WITNESS WHEREOF, this Assignment has been duly executed by the Parties on the day and year first above written.

BUYER:

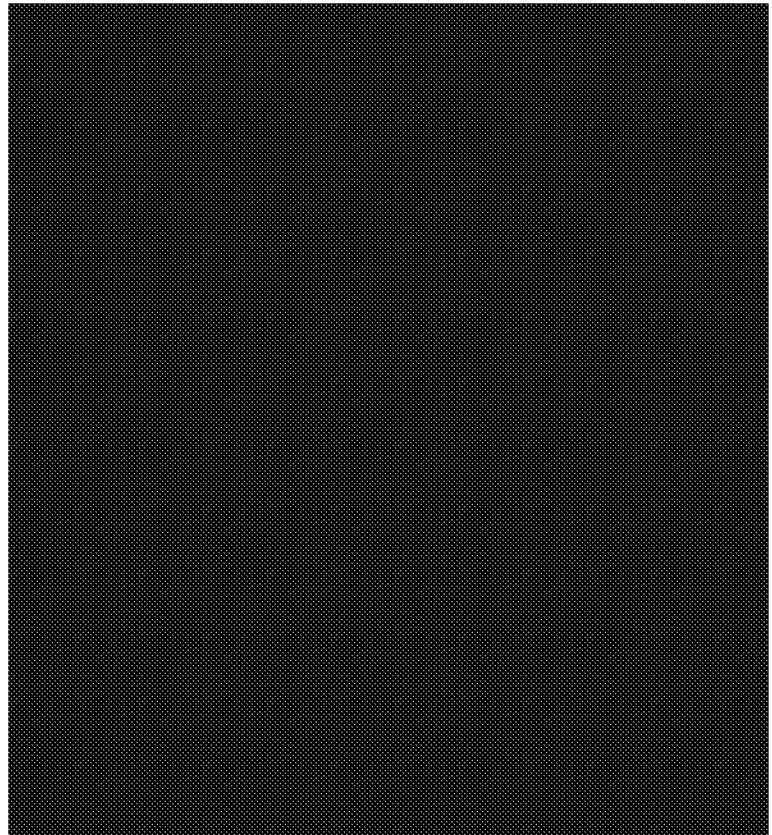
ConnectWise, LLC

By: 
Name: Jason Magee
Title: Chief Executive Officer

SELLERS:

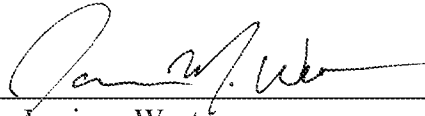
SmileBack, LLC

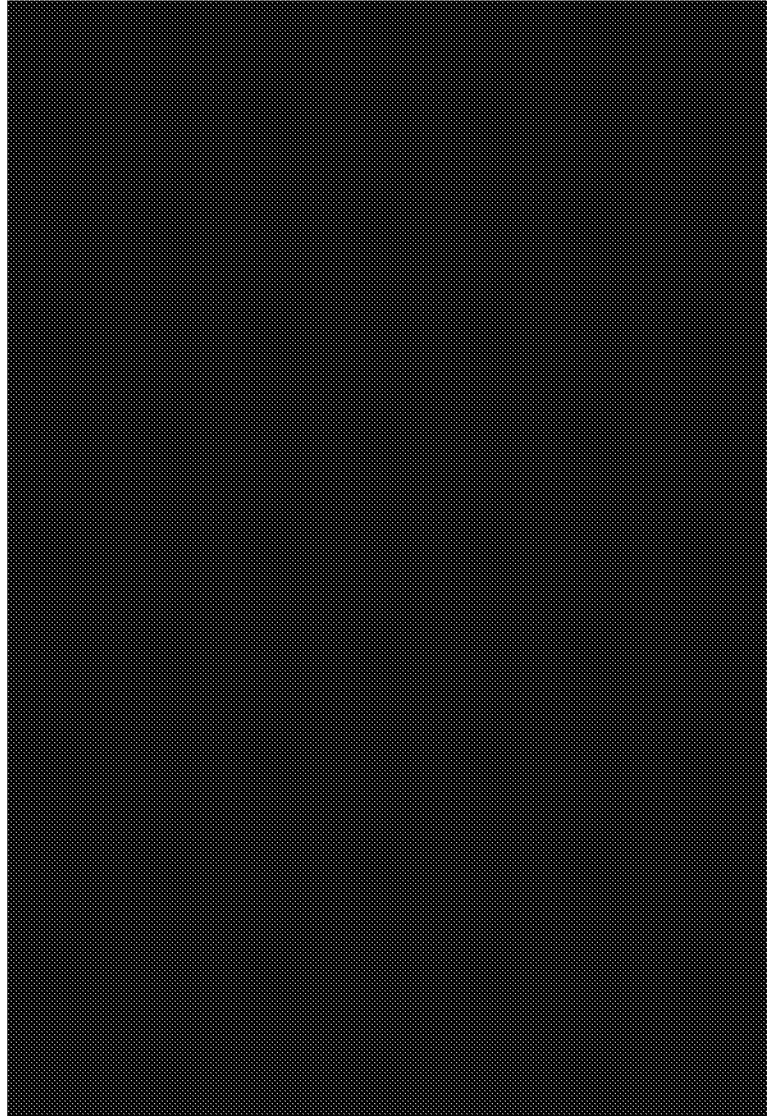
By: _____
Name: _____
Title: _____

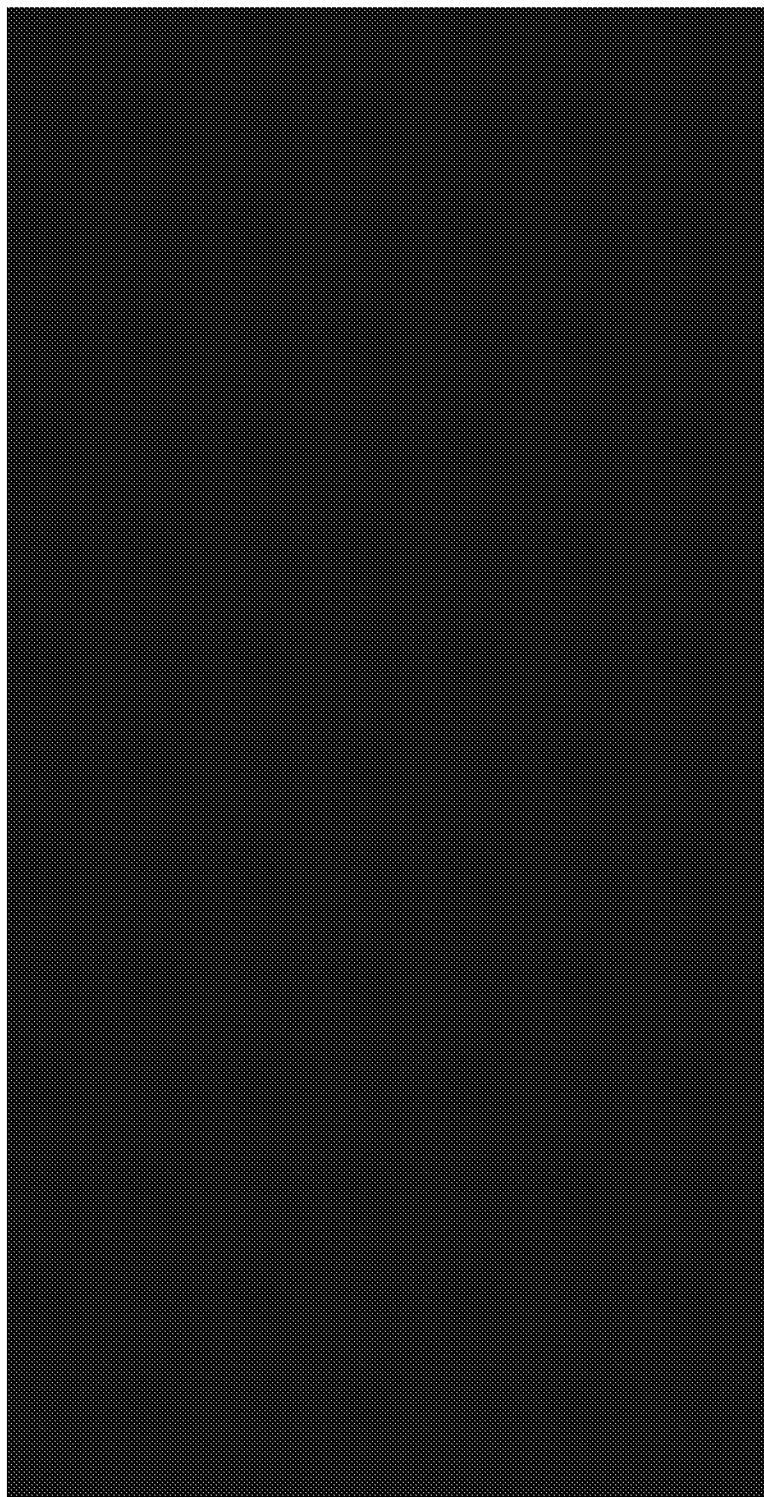


SELLERS:

SmileBack, LLC

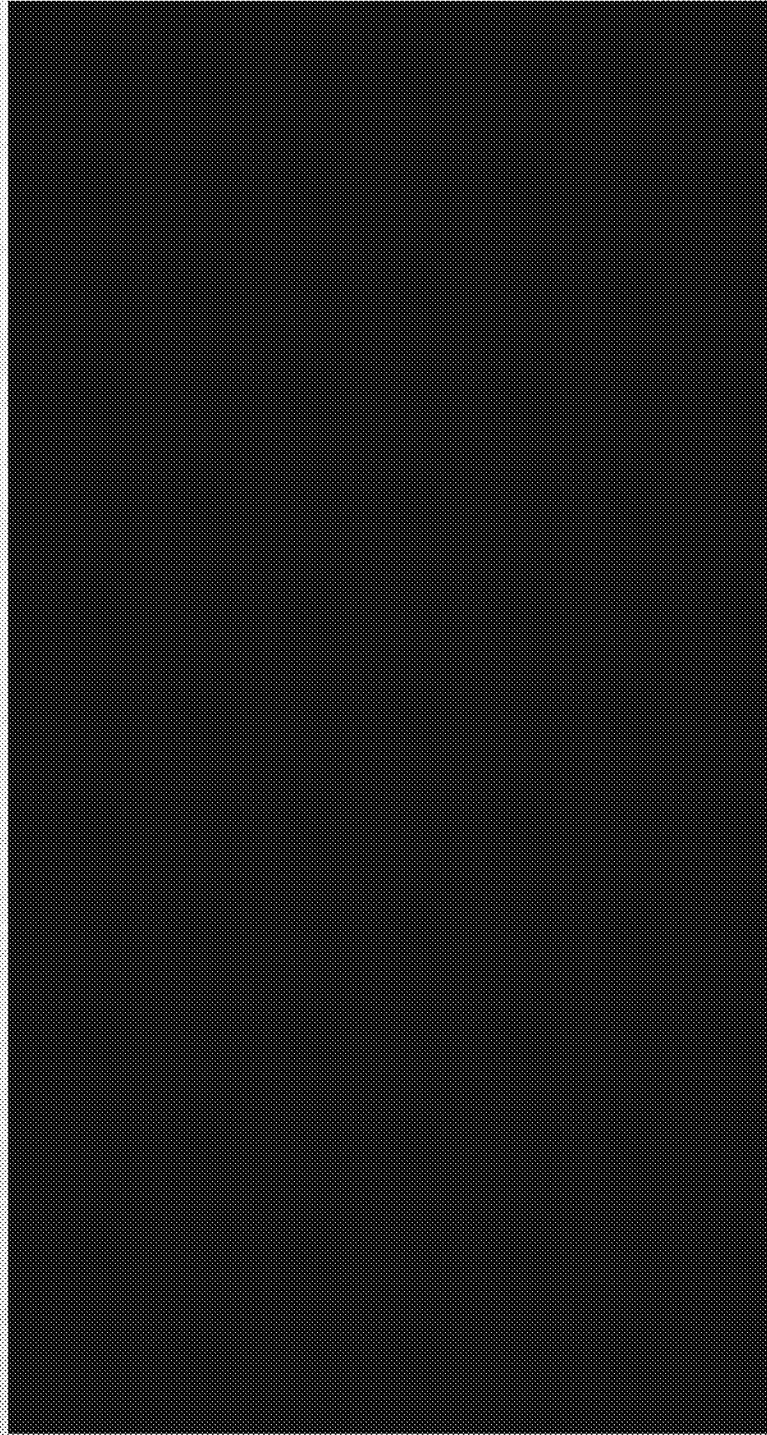
By: 
Name: Jamison West
Title: Manager



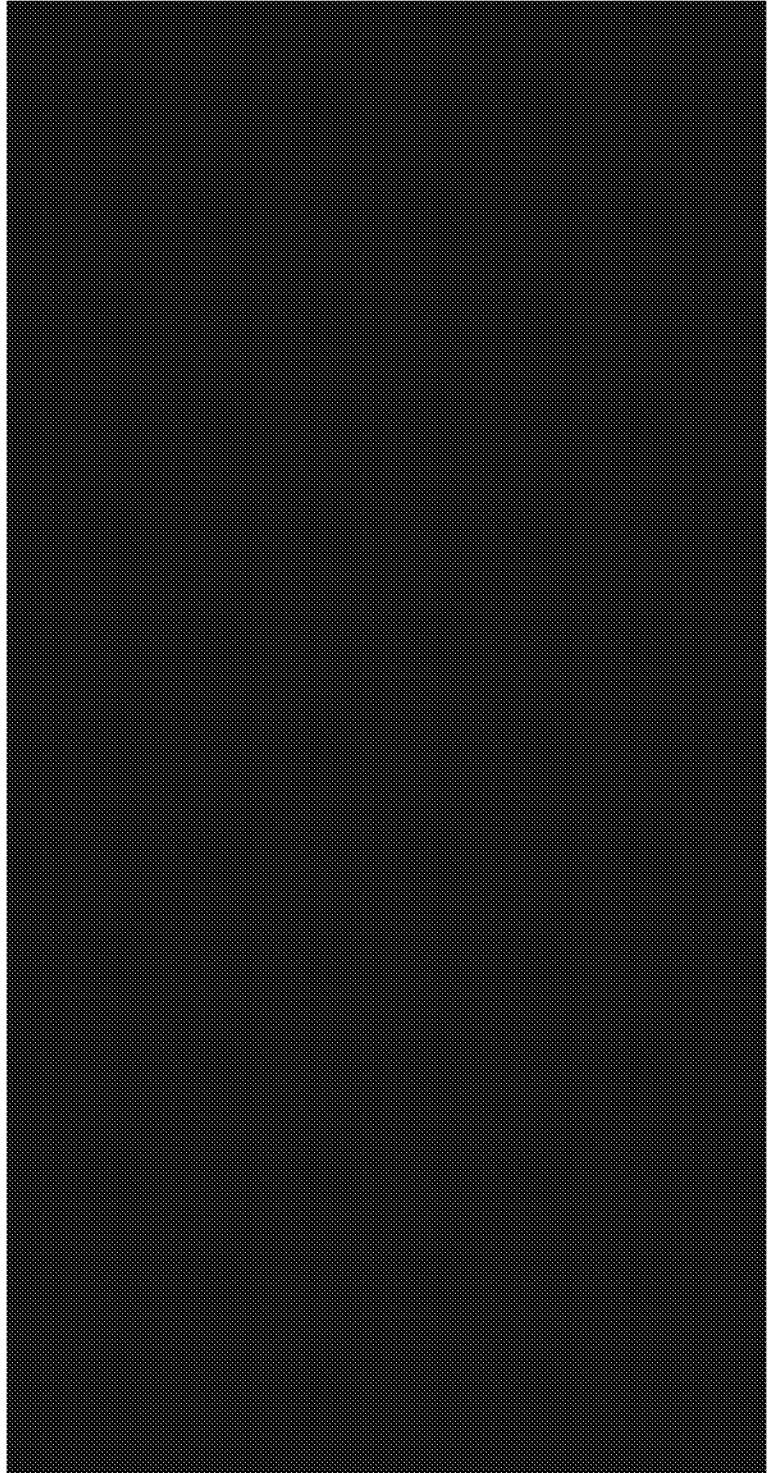


[Signature Page to Assignment of Intellectual Property]

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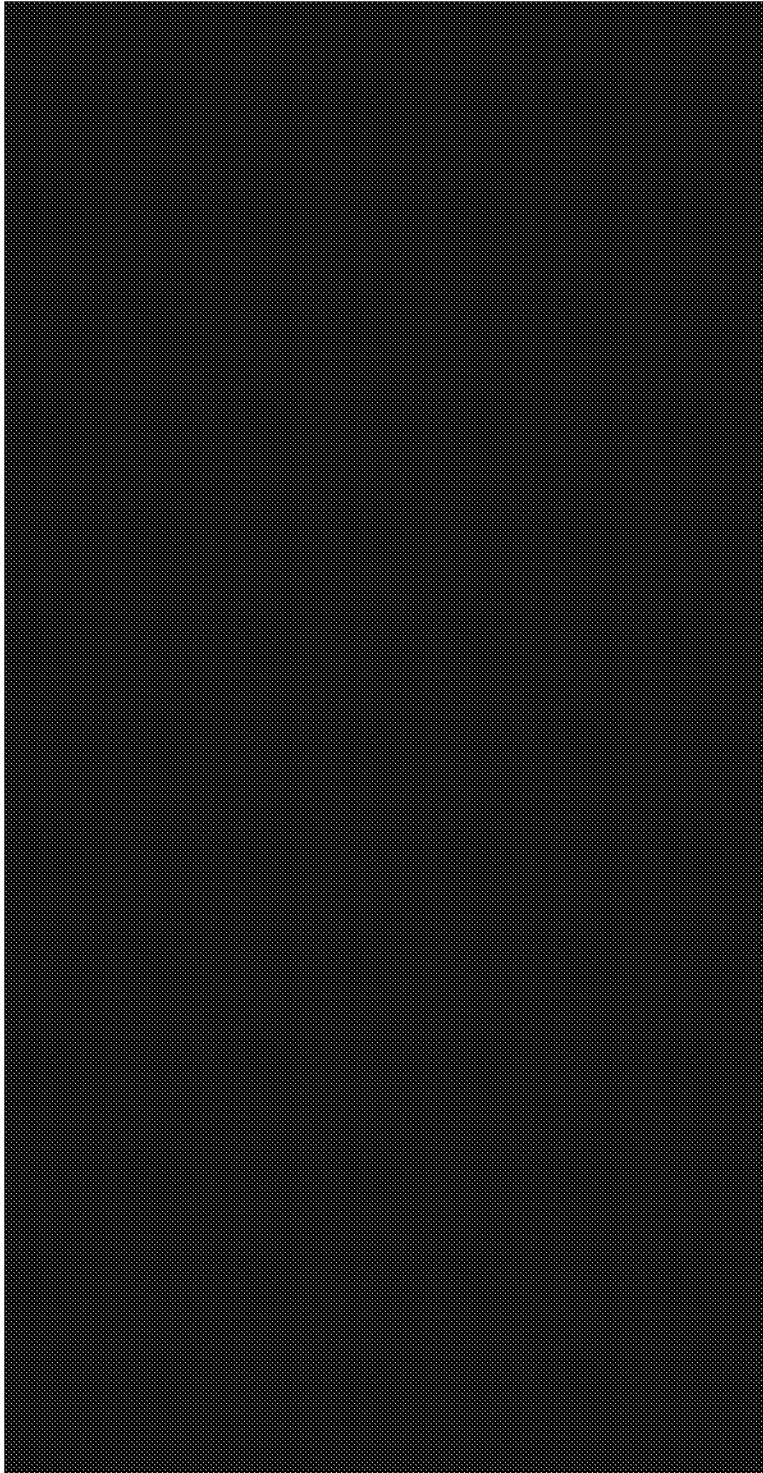


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