

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM744337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ScoutGroup, LLC		12/14/2021	Limited Liability Company: OKLAHOMA
RECEIVING PARTY DATA			
Name:	WolfePak Software, LLC		
Street Address:	500 Chestnut Street, Suite 500		
City:	Abilene		
State/Country:	TEXAS		
Postal Code:	79602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5304185	SCOUT	
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:	2147401411		
Email:	jtinker@bellnunnally.com		
Correspondent Name:	Jeffrey Tinker		
Address Line 1:	2323 Ross Ave., Suite 1900		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Jeffrey A. Tinker		
SIGNATURE:	/Jeffrey A. Tinker/		
DATE SIGNED:	07/28/2022		
Total Attachments: 9			
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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

Pursuant to that certain Asset Purchase and Contribution Agreement (the “Purchase Agreement”), dated as of December 14, 2021, by and among WolfePak Software, LLC, a Delaware limited liability company (the “Buyer”), and ScoutGroup, LLC, an Oklahoma limited liability company (the “Seller”), for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (i) the Seller does hereby sell, transfer, convey, assign and deliver to the Buyer all of the Purchased Assets, in each case free and clear of all Encumbrances, other than Permitted Encumbrances, and (ii) the Buyer does hereby assume from the Seller the Assumed Liabilities.

1. The Seller and the Buyer hereby agree to execute and deliver to the other such further instruments of transfer, assignment and assumption, and take such other action as either the Seller or the Buyer may reasonably request, to more effectively transfer to, assign to, and vest in the Buyer each item of the Purchased Assets, and to evidence the Buyer’s assumption of the Assumed Liabilities.

2. The representations, warranties, covenants and agreements of the parties hereto and the terms and conditions set forth in the Purchase Agreement will survive the execution and delivery of this Bill of Sale, Assignment and Assumption Agreement (this “Bill of Sale”) and will not be merged herein or integrated herewith. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of Buyer or Seller as set forth in the Purchase Agreement.

3. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed counterparts of this Bill of Sale may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file will be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

4. No party may assign any of its rights or delegate any of its obligations under this Bill of Sale without the prior written consent of the other party; provided that the Buyer may assign its rights under this Bill of Sale to (a) any Affiliate of the Buyer, (b) any buyer of all or substantially all of the assets or equity of the Buyer or any of its Subsidiaries, or (c) to lenders of the Buyer or its Affiliates as collateral security for borrowing, at any time following the Closing; in each such case, the Buyer will nonetheless remain liable for all of its obligations hereunder. Subject to the preceding sentence, this Bill of Sale will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

5. This Bill of Sale and any controversy related to or arising, directly or indirectly, out of, caused by or resulting from this Bill of Sale will be governed by and construed in accordance with the domestic Laws of the State of Texas, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas. The parties acknowledge and agree that, to the fullest extent permitted by Law, they intend that this Bill of Sale be, and that it will be treated as, a contract under seal under the Laws of the State of Texas.

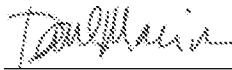
6. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement.

Remainder of page is intentionally left blank.

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed and delivered as of the day and year first written above.

SELLER:

SCOUTGROUP, LLC

By: 
Paul Marino,
President

BUYER:

WOLFEPAK SOFTWARE, LLC

By: _____
Brent Rhymes,
Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have caused this Bill of Sale to be duly executed and delivered as of the day and year first written above.

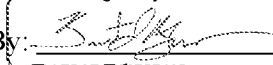
SELLER:

SCOUTGROUP, LLC

By: _____
Paul Marino,
President

BUYER:

WOLFEPAK SOFTWARE, LLC

DocuSigned by:
By:  _____
Brent Rhymes,
Chief Executive Officer

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

This Asset Purchase and Contribution Agreement (this "Agreement"), dated as of December 14, 2021 (the "Effective Date"), is entered into by and among WolfePak Software, LLC, a Delaware limited liability company ("Buyer"), WP Holdco, LLC, a Delaware limited liability company ("Parent"), ScoutGroup, LLC an Oklahoma limited liability company ("Seller"), the entities and the owners of the entities on the signature pages (collectively the "Owners"). Exhibit A attached hereto lists the Sections of this Agreement where capitalized terms are defined.

RECITALS

[REDACTED]

[REDACTED];

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the remainder of the Acquired Assets (the "Purchased Assets"), all as more particularly set forth in this Agreement; and

[REDACTED];

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
PURCHASE AND SALE

Section 1.01 [REDACTED]

The term "Acquired Assets" shall mean all of Seller's right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located (other than the Excluded Assets), which are used, or held for use, in connection with, the Business as set forth below (collectively, the):

[REDACTED]

[REDACTED]

(c) all Scout Intellectual Property (as defined herein) as set forth in Schedule 3.13(b) of the Disclosure Schedules and the ScoutFDC Software (as defined herein) and set forth on Schedule 3.13(c) of the Disclosure Schedules;

(d)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3.08

[REDACTED]

Section 3.09

[REDACTED]

Section 3.10

[REDACTED]

Section 3.11

[REDACTED]

Section 3.12

[REDACTED]


Section 3.13 Intellectual Property.

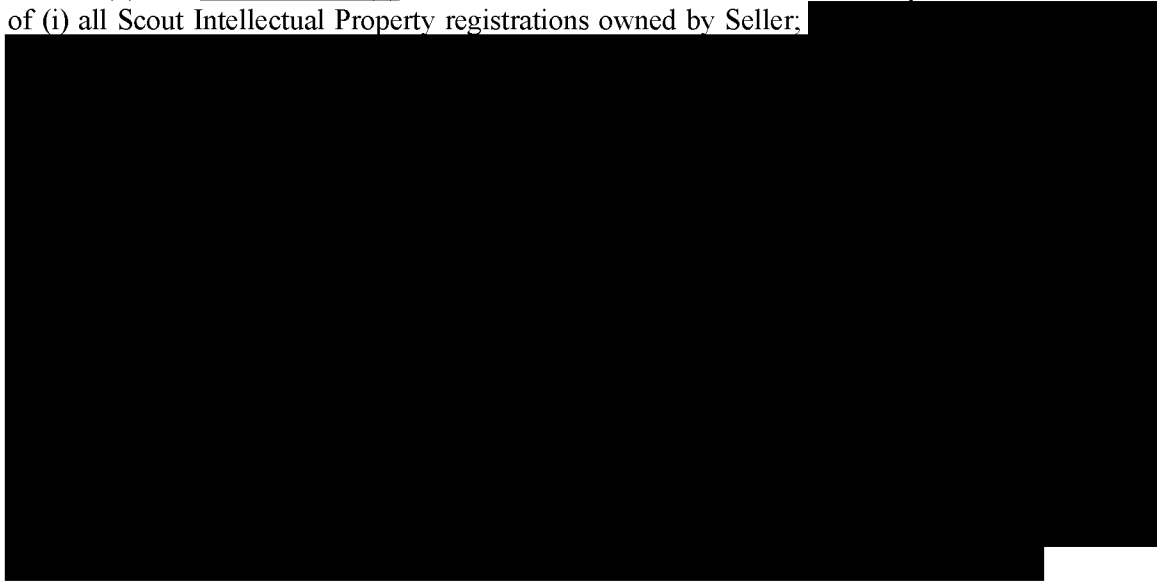
(a) For the purposes of this Agreement:

(i) The term “**Intellectual Property**” means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (A) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models); (B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (C) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (D) computer programs, software, platforms, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; and (E) all other intellectual property and proprietary rights.

(ii) The term “**Scout Intellectual Property**” means all Intellectual Property owned by Seller and included in the Acquired Assets, including the ScoutFDC Software.

(iii) The term “**ScoutFDC Software**” means the software described on Schedule 3.13(a)(iii) of the Disclosure Schedules, which contains a complete and accurate description of the ScoutFDC Software.

(b) Schedule 3.13(b) of the Disclosure Schedules contains a complete and accurate list of (i) all Scout Intellectual Property registrations owned by Seller; 



Section 3.14 



DISCLOSURE SCHEDULES

to

ASSET PURCHASE AND CONTRIBUTION AGREEMENT

by and among

SCOUTGROUP, LLC, as Seller,

WOLFEPAK SOFTWARE, LLC, as Buyer,

OWNERS,

AND

WP HOLDCO, LLC, as Parent

The following Schedules (these “**Disclosure Schedules**”) have been prepared and are being delivered by ScoutGroup, LLC pursuant to the Asset Purchase and Contribution Agreement (the “**Agreement**”) dated as of December 14, 2021, by and among ScoutGroup, LLC, an Oklahoma limited liability company (“**Seller**”), WP Holdco, LLC, a Delaware limited liability company (“**Parent**”), the entities and owners of the entities on the signature pages of the Agreement (“**Owners**”), and WolfePak Software, LLC, a Delaware limited liability company (“**Buyer**”). All capitalized terms used but not defined in these Disclosure Schedules shall have the respective meanings assigned to them in the Agreement. The schedule numbers in each section of these Disclosure Schedules, if any, correspond to certain enumerated clauses in the corresponding section of the Agreement; provided, however, that any information disclosed herein under any section of these Disclosure Schedules shall be deemed to be disclosed and incorporated into any other section of these Disclosure Schedules only where such disclosure would be appropriate and such appropriateness is readily apparent from the face of such disclosure. Headings have been inserted for convenience of reference only and shall to no extent have the effect of amending or changing the express description of these Disclosure Schedules.

Schedule 3.13 (b)

Scout Intellectual Property

1. [REDACTED]

2. Scout Trademark Reg. No. 5,304,185

3. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

