

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM745405

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concerro, Inc.		08/02/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	symplr software LLC		
Street Address:	315 Capitol Street, Suite 100		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4205407	SHIFTREWARDS	
Registration Number:	4149252	SHIFTSELECT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	096664-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/02/2022		
Total Attachments: 5			
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source=Concerro, Inc. to symplr software LLC - IP Assignment Agreement#page2.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the “**Assignment**”), entered into as of August 2, 2022 (the “**Effective Date**”), is by and between **Concerro, Inc.**, a California corporation (“**Assignor**”), and **symplr software LLC**, a Texas limited liability company (“**Assignee**”). Assignor and Assignee are sometimes collectively referred to herein as the “**Parties**”, and each is sometimes individually referred to herein as a “**Party**”.

RECITALS

WHEREAS, Assignor is the owner of the Assigned IP (as defined below); and

WHEREAS, Assignor wishes to transfer, convey, assign and deliver the Assigned IP and related intellectual property rights therein to Assignee, and Assignee wishes to acquire all right, title and interest in and to the Assigned IP, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks included in the Assigned Trademarks (as defined below), and the Parties wish to record such acquisition in the respective Patent and Trademark Offices.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

1. Assignment of Trademarks. Effective as of the date hereof, Assignor transfers, conveys, assigns and delivers to Assignee, and Assignee accepts from Assignor, all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Trademarks**”).

2. Assignment of Patents. Effective as of date hereof, Assignor transfers, conveys, assigns and delivers to Assignee, and Assignee accepts from Assignor, all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for

past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Patents**” and, together with the Assigned Trademarks, the “**Assigned IP**”).

3. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with (i) the laws of the United States, in respect to patent and trademark issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, the laws of the State of Texas without giving effect to the conflict of laws rules thereof.

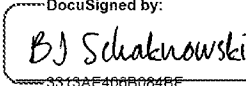
5. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original, and all of which taken together constitute one and the same agreement.

[Signature Page Follows]

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

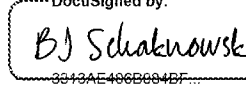
ASSIGNEE:

SYMPLR SOFTWARE LLC

By: 
Name: BJ Schaknowski
Title: Chief Executive Officer

ASSIGNOR:

CONCERRO, INC.

By: 
Name: BJ Schaknowski
Title: Chief Executive Officer & President

SCHEDULE A
TRADEMARKS

MARK	COUNTRY	SER. NO.	FILING DATE	REG. NO.	REG. DATE
BIDSHIFT	EU	4038535	27-SEP-2004	4038535	03-JAN-2006
BIDSHIFT	UK	UK00904038535	27-SEP-2004	UK00904038535	03-JAN-2006
BIDSHIFT	Australia	1021540	21-SEP-2004	1021540	21-SEP-2004
BIDSHIFT	Canada	1232021	23-SEP-2004	TMA737396	02-APR-2009
BIDSHIFT	New Zealand	718964	24-SEP-2004	718964	24-MAR-2005
SHIFTRWARDS	USA	85531479	01-FEB-2012	4205407	11-SEP-2012
SHIFTSELECT	USA	85400551	17-AUG-2001	4149252	29-MAY-2012

SCHEDULE B**PATENTS**

TITLE	COUNTRY	PAT. NO. / PUBL. NO. / APP. NO.	ISSUE DATE / PUBL. DATE / APP. DATE
DECISION MAKING AND IMPLEMENTATION SYSTEM	USA	8650056 20120066159 13095780	11-FEB-2014 15-MAR-2012 27-APR-2011