

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM745633

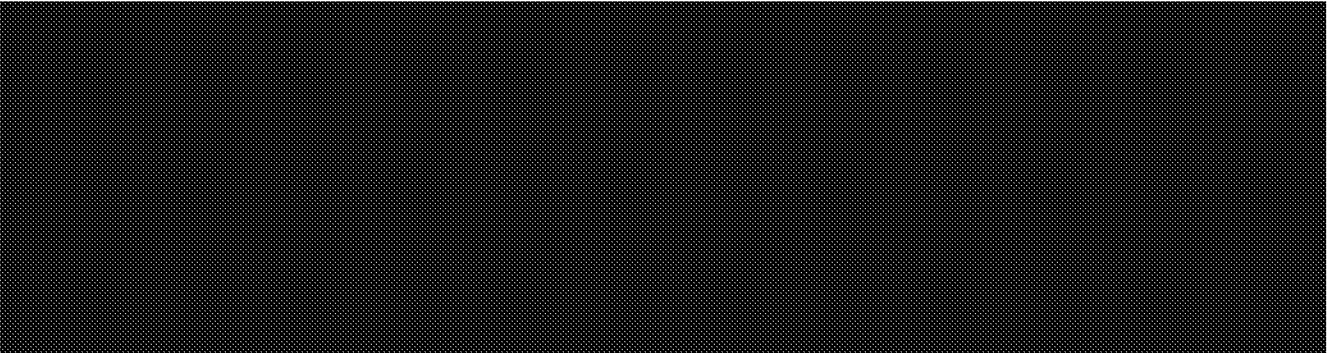
<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Continuum Managed Services Holdco, LLC		10/01/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ConnectWise, LLC		
<b>Street Address:</b>	4110 George Road		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33634		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5944009	CONTINUUM ENABLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	419-255-5900		
<b>Email:</b>	mst@mstfirm.com		
<b>Correspondent Name:</b>	MacMillan, Sobanski & Todd, LLC		
<b>Address Line 1:</b>	720 Water Street		
<b>Address Line 2:</b>	One Maritime Plaza, 5th Floor		
<b>Address Line 4:</b>	Toledo, OHIO 43604		
<b>NAME OF SUBMITTER:</b>	James A. Duggan		
<b>SIGNATURE:</b>	/jamesaduggan/		
<b>DATE SIGNED:</b>	08/03/2022		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of October 1, 2020 (the "Effective Date"), is entered into by and between Continuum Managed Services Holdco, LLC, a Delaware limited liability company ("Continuum Managed Services") and ConnectWise, LLC, a Delaware limited liability company ("ConnectWise"). Continuum Managed Services and ConnectWise are sometimes referred to in this Assignment individually as a "Party" and collectively as the "Parties."



1. Assignment. Continuum Managed Services sells, conveys, assigns, transfers and delivers to ConnectWise all right, title and interest in, to and under all of the Assigned Assets. ConnectWise accepts the transfer and assignment of the Assigned Assets.

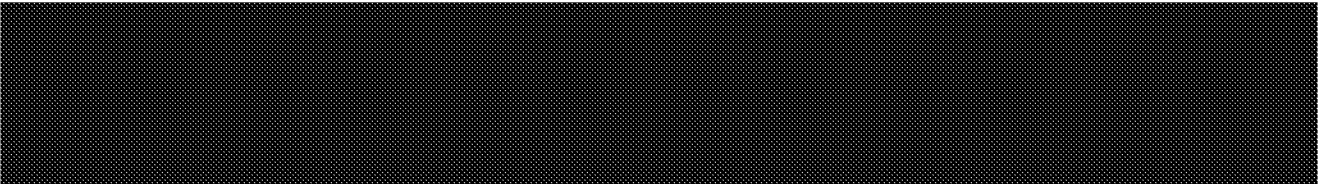


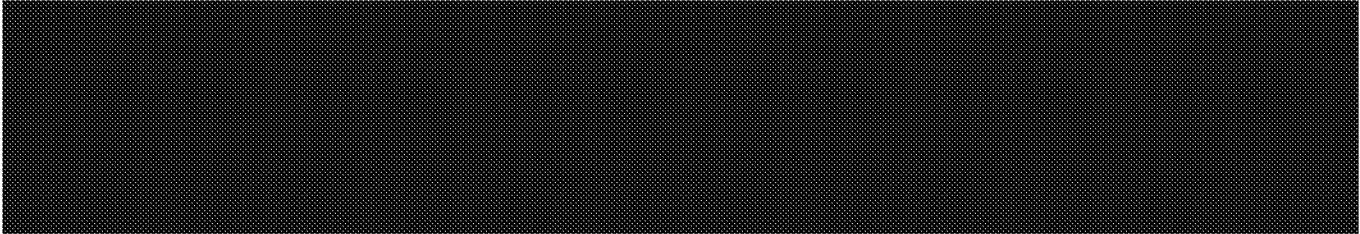
3. Effective Time. The transactions contemplated by this Assignment shall be deemed effective on 12:09 a.m. on the Effective Date.

4. 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 Party to consummate and make effective the assignment and assumption contemplated in this Assignment; 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 Assigned Assets in ConnectWise or its assignee and to consolidate, confirm and record all such documents and instruments.

5. Definitions. The following terms shall have the following meanings in this Agreement:

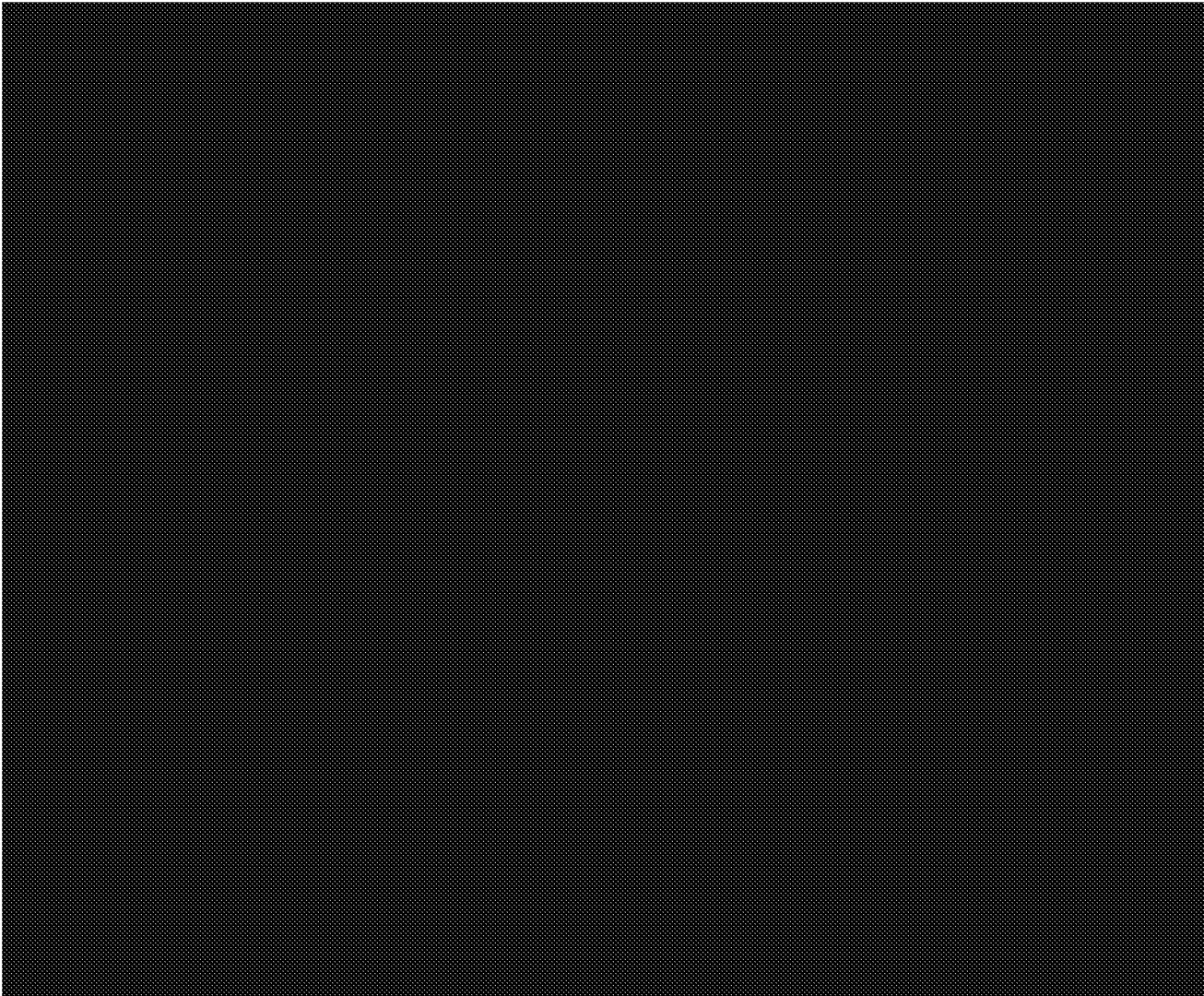
(a) "Assigned Assets" means all of the properties and assets of Continuum Managed Services except for the Excluded Assets, including, without limitation, the following:





(v) all rights and interests of Continuum Managed Services in the name "Continuum Managed Services," any other trade or service names used and any derivatives or designs of such names (including service marks), either in word form or as a design, together with all goodwill associated with such names and all rights to sue for and receive damages or other relief in respect of any past infringement or other violation of any rights to such names;

(vi) all rights and interests of Continuum Managed Services in any Intellectual Property, together with all goodwill associated with any Intellectual Property and all rights to sue for and receive damages or other relief in respect of any past infringement or other violation of any rights to any Intellectual Property;



(e) “Intellectual Property” means all of the following in any jurisdiction: (i) patents, patent applications, patent disclosures and inventions; (ii) trademarks, service marks, trade dress, trade names, logos and company names and registrations and related applications for registration together with the goodwill of the business connected with the use of, and symbolized by, the above of this term (collectively, “Marks”); (iii) copyrights and registrations and applications for registration (collectively, “Copyrights”); (iv) computer software, data, data bases and documentation (collectively, “Software and Data”); (v) domain name, and any associated Marks, Copyrights and Software and Data relating to each Website; (vi) trade secrets and other confidential information (including, without limitation, ideas, proposals, financial, marketing plans, customer lists or other proprietary information); (vii) other unlicensed intellectual property rights; and (viii) copies and tangible embodiments of any of the above (in whatever form or medium).

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

7. Amendment. This Assignment may be amended, supplemented or interpreted at any time only by written instrument duly executed by each of the Parties.

8. 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.

9. 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.

10. Governing Law; Jurisdiction. This Assignment shall be governed, construed and enforced in accordance with the laws of Delaware. All suits, actions or other proceedings seeking to enforce, or otherwise arising in connection with, this Assignment shall be brought in any state court located in Hillsborough County, Florida or 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 above courts in such matters.


11. 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.

12. 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.

**CONNECTWISE, LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Josh Poe  
Title: Vice President, General Counsel and Treasurer

**CONTINUUM MANAGED SERVICES HOLDCO,  
LLC**

By: \_\_\_\_\_  
Name: Jason Magee  
Title: President

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

**CONNECTWISE, LLC**

By: \_\_\_\_\_  
Name: Josh Poe  
Title: Vice President, General Counsel and Treasurer

**CONTINUUM MANAGED SERVICES HOLDCO,  
LLC**

DocuSigned by:  
*Jason Magee*  
By: \_\_\_\_\_  
Name: Jason Magee  
Title: President