

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM767052

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900716001		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arsenale Systems Inc.		08/08/2022	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Appfire Technologies, LLC		
<b>Street Address:</b>	1500 District Ave.		
<b>City:</b>	Burlington		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01803		
<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>	4205941	ARSENALE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175070757		
<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>	6174393200		
<b>Email:</b>	trademarks@baystatepatent.com		
<b>Correspondent Name:</b>	Bay State IP, LLC		
<b>Address Line 1:</b>	10 Post Office Square, Suite 800 South		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Adam J. Bruno		
<b>SIGNATURE:</b>	/Adam J. Bruno/		
<b>DATE SIGNED:</b>	11/10/2022		
<b>Total Attachments: 4</b>			
source=Trademark Assignment executed (Arsenale)#page1.tif			
source=Trademark Assignment executed (Arsenale)#page2.tif			
source=Trademark Assignment executed (Arsenale)#page3.tif			
source=Trademark Assignment executed (Arsenale)#page4.tif			

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of August 8, 2022 by Arsenale Systems, Inc., a Colorado corporation (the "Assignor"), in favor of Appfire Technologies, LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are each a "Party," and collectively the "Parties". All capitalized terms used herein and not otherwise described herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of the trademarks and applications for trademarks identified on Schedule A attached hereto (collectively, the "Marks"), together with the goodwill associated therewith;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of August 5, 2022 (the "Asset Purchase Agreement"), by and among Assignee, Assignor and the Owner party thereto, Assignee is acquiring the Marks; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and contained in the Asset Purchase Agreement, the parties hereto agree as follows

1. Assignor hereby sells, conveys, grants, transfers, assigns, releases and delivers to Assignee all of the Marks, including all goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of the Marks and the right to sue and recover for past infringements or misappropriations of the Marks).
2. Assignee hereby accepts the transfer and assignment of the Marks.
3. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.
4. This Assignment shall be governed and construed by and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.
5. To the extent there is any inconsistent language or conflict between the Asset Purchase Agreement and this Assignment, the terms of the Asset Purchase Agreement shall govern.

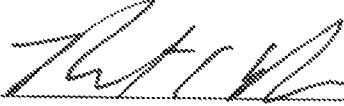
*[signature pages follow]*



IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed effective as of the date first above written.

ASSIGNEE:

APPFIRE TECHNOLOGIES, LLC,  
a Delaware limited liability company

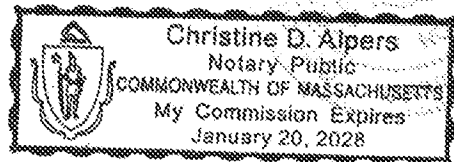
By:   
Name: Robert Nicholson  
Title: President

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Middlesex

This instrument was acknowledged before me on August \_\_, 2022 by \_\_\_\_\_ (name/s of person/s).

(seal)

  
Signature of Notary Public



[Signature page to Trademark Assignment (Arsenale)]

**SCHEDULE A**

**Trademarks**

<b><u>Trademark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>	<b><u>Status</u></b>
Arsenale	US	85538847	4205941	September 11, 2012	Live