TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM759750

SUBMISSION TYPE: NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/15/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Deluxe Small Business Sales, Inc.		10/06/2022	Corporation: MINNESOTA	

RECEIVING PARTY DATA

Name:	Vertical Response, LLC	
Street Address:	111 2nd Ave NE	
Internal Address:	Suite 1500	
City:	St. Petersburg	
State/Country:	FLORIDA	
Postal Code:	33701	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	2569783	VERTICALRESPONSE	
Registration Number:	2766856	VERTICALRESPONSE	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 6123351799

Email: christine.larson@stinson.com

Correspondent Name: Stinson LLP Address Line 1: **Suite 2600**

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Christine Larson
SIGNATURE:	/Christine Larson/
DATE SIGNED:	10/07/2022

Total Attachments: 2

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> **TRADEMARK** REEL: 007862 FRAME: 0068

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This nunc pro tunc trademark assignment ("Assignment"), is made and effective as of October 15, 2020 ("Effective Date"), by and from Deluxe Small Business Sales, Inc., a Minnesota corporation, with an address of 801 S Marquette Ave, Minneapolis, MN 55402 ("Assignor") to Vertical Response, LLC, a Delaware limited liability company, with an address of 111 2nd Ave NE, Suite 1500, St. Petersburg, FL 33701 ("Assignee").

- A. On the Effective Date, Assignor owned the trademarks set forth on Schedule A attached hereto (the "Trademarks") including all applications and registrations for the Trademarks.
- B. Both Assignor and Assignee (collectively, "Parties," individually "Party") entered into an Asset Purchase Agreement ("Agreement") dated October 15, 2020. As part of that Agreement, the Parties transferred ownership of certain assets, including the Trademarks.
- **C.** This Assignment is to further document the Partles' desire to transfer ownership of the Trademarks.

Assignor states as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the registration for the Trademarks, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of such Trademarks and the right to collect damages therefor, as of the Effective Date.
- 2. Further Assurances. Assignor agrees to cooperate at all times from and after the date hereof with respect to the supplying of any information reasonably requested by Assignee hereto regarding any of the matters described in this Assignment, and Assignor agrees to execute such other instruments or documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of any conveyance, assignment, and transfer described herein.
- 3. Successors and Assigns. This Assignment is binding on Assignor, its successors and assigns, and will inure to the benefit of Assignee, its successors and assigns. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, corporation or entity other than Assignee, its successors and assigns, any remedy or claim under or by reason of this instrument, or any terms, covenants or conditions hereof, and all the terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

4. Nunc Pro Tunc. This is a nunc pro tunc assignment and shall be considered to have been made as of October 15, 2020.

Name Jeffrey L/ Cotter

गर्गीe: Sole Director and Secretary

Date: October 2 2022

EXHIBIT A

Country	Mark w/ Image	App. No.	File Date	Reg. No.	Reg. Date
United States	VERTICALRESPONSE	76/217,654	02/28/2001	2,569,783	05/14/2002
United States	V ertical Response	78/170,507	10/03/2002	2,766,856	09/23/2003

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RECORDED: 10/07/2022

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