

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partners For Growth VI, L.P., as foreclosing creditor		08/01/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	SilkRoad Technology, Inc.		
Street Address:	100 S. Wacker Drive, Suite 425		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5002373	ENTELO	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312-372-2000		
Email:	ipdocketmwe@mwe.com, jmikulina@mwe.com, arubinstein@mwe.com, zbeal@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street, Suite 4000		
Address Line 2:	McDermott Will & Emery LLP		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
ATTORNEY DOCKET NUMBER:	070223-0011		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	10/20/2022		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT (FORECLOSURE)

THIS TRADEMARK ASSIGNMENT is made as of August 1, 2022, by and between Partners For Growth VI, L.P. (“Grantor”) and SilkRoad Technology, Inc. (“Grantee”).

RECITALS

WHEREAS, Grantor and Grantee have entered into a certain Asset Purchase Agreement of substantially even date herewith (the “Purchase Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement;

WHEREAS, pursuant to the Loan Documents, Grantor possesses a security interest in and lien upon the Transferred Assets (as defined in the Purchase Agreement), including without limitation the right, title and interest of Entelo, Inc. and ConveyIQ, Inc. (collectively, “Debtor”) in the United States trademarks listed on Exhibit 1 hereto;

WHEREAS, Debtor is in default under the Loan Documents and, pursuant to the terms thereof, Grantor has the right to sell or otherwise convey Debtor’s right, title and interest in and to the Trademarks (described below);

WHEREAS, under the Purchase Agreement, and in accordance with the terms thereof, Grantor has agreed, pursuant to Section 9610 of the Code, to sell, convey, transfer, assign and deliver to Grantee all right, title and interest in and to all trademarks, service marks, trade dress, logos, slogans, trade names and corporate names, and all other indicia of origin (with respect to each of the foregoing, whether registered or unregistered), together with all translations, adaptations, derivations and combinations thereof, including without limitation any and all applications and registrations, owned by, purported to be owned by, or registered in the name of Grantor and/or Debtor, including without limitation those trademarks and applications identified in Exhibit 1 attached hereto (the “**Trademarks**”);

WHEREAS, Section 1.4(a) of the Purchase Agreement provides for the execution and delivery of this Trademark Assignment, and entry into this Trademark Assignment is a condition to Closing under the Section 4.1(c) of the Purchase Agreement; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all right, title and interest in and to the Trademarks to Grantee.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby sells, assigns, transfers and conveys to Grantee, and its lawful successors and assigns, all right, title and interest in and to the Trademarks, including without limitation any and all registrations, applications, and/or common law rights for the Trademarks, together with all of the goodwill of the business symbolized by or associated with the Trademarks, and any and all income, royalties, damages and payments now or hereafter due and/or payable

with respect thereto including, without limitation, damages and payments for past, present or future infringements of any and all of said rights as fully and entirely as the same would have been held and enjoyed had this Trademark Assignment not been made.

EXCEPT AS IS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT AND/OR IN THIS TRADEMARK ASSIGNMENT, THE TRADEMARKS ARE BEING SOLD AND PURCHASED AS IS, WHERE IS AND WITH ALL FAULTS, AND GRANTOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER REGARDING THE TRADEMARKS, AND GRANTOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO ANY OF THE TRADEMARKS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY WITH RESPECT TO: THE CONDITION OR MERCHANTABILITY OF THE TRADEMARKS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSES OR USE; TITLE, POSSESSION OR QUIET ENJOYMENT; THE DESIGN OR CONDITION OF THE TRADEMARKS; THE QUALITY OR CAPACITY OR WORKMANSHIP OF THE TRADEMARKS; COMPLIANCE BY THE TRADEMARKS WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION, OR CONTRACT PERTAINING THERETO; INFRINGEMENT OR NON-INFRINGEMENT BY ANY OF THE TRADEMARKS ON ANY OTHER TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY ANY THIRD PARTY; INFRINGEMENT OR NON-INFRINGEMENT BY ANY THIRD PARTY (WHETHER BY REASON OF LATENT DEFENSES OR OTHERWISE) ON ANY TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT CONSTITUTE ANY OF THE TRADEMARKS; AND ANY LICENSES OR CERTIFICATIONS THAT MAY OR MAY NOT BE REQUIRED BY ANY GOVERNMENTAL BODY WITH RESPECT TO ANY OF THE TRADEMARKS.

2. Grantor hereby authorizes and requests the United States Patent and Trademark Office and all foreign corresponding entities or agencies in any applicable jurisdiction to issue, register and record this Trademark Assignment with respect to the Trademarks in accordance with the terms of this Trademark Assignment.

3. For a period of 60 days hereafter, Grantor agrees to execute, make, acknowledge, and deliver such instruments, agreements and other documents, drafted and provided by Grantee at Grantee's expense, as may be reasonably required to effectuate the purposes of this Trademark Assignment and to consummate the transactions contemplated hereby.

4. Grantor represents and warrants that the execution, delivery and performance of Grantor to make this Trademark Assignment has been duly authorized by Grantor

5. This Trademark Assignment is subject to the terms and conditions of the Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Grantor or Grantee under the Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall control.

6. This Trademark Assignment 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.

7. Notwithstanding anything contained in this Trademark Assignment to the contrary, this Trademark Assignment shall not constitute an assignment to Grantee of any intellectual property, lease, permit, license, contract or contract right if an attempted assignment of the same without the consent of any party would constitute a breach thereof unless and until such consent shall have been obtained.

8. This Trademark Assignment and all acts and transactions hereunder and all rights and obligations of Grantor and Grantee shall be governed by the laws of the State of California, without regard to principles of conflicts of law.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first above written.

Grantor:

PARTNERS FOR GROWTH VI, L.P.

By Andrew Kahn

Name: Andrew Kahn

Title: Manager, Partners for Growth VI, LLC
Its General Partner

Grantee:

SilkRoad Technology, Inc.

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Assignment (Foreclosure)]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first above written.

Grantor:

PARTNERS FOR GROWTH VI, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth VI, LLC
Its General Partner

Grantee:

SilkRoad Technology, Inc.

DocuSigned by:

Kate O'Neill

By: _____

Name: B8D028138E-D74DC Kate O'Neill _____

Title: President _____

[Signature Page to Trademark Assignment (Foreclosure)]

EXHIBIT 1

Trademark Schedule

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Reg./Serial No.</u>	<u>Reg. Date</u>
ENTELO ((4) Standard Character Mark)	USA		11/20/2015	5002373// 86/827,900	7/19/2016