# CH \$165.00 337761

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM761031

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Snowbound Software Corporation		08/15/2022	Corporation: MASSACHUSETTS

### **RECEIVING PARTY DATA**

Name:	Accusoft Acquisition II, Inc.
Street Address:	4001 North Riverside Drive
City:	Татра
State/Country:	FLORIDA
Postal Code:	33063
Entity Type:	Corporation: FLORIDA

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3377619	RASTERMASTER
Registration Number:	2648999	SNOWBATCH
Registration Number:	2175041	SNOWBOUND
Registration Number:	2639283	SNOWBOUND SOFTWARE
Registration Number:	2175042	SNOWVIEW
Registration Number:	4975849	VIRTUALVIEWER

## **CORRESPONDENCE DATA**

**Fax Number:** 3032924510

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:** 3032911641

**Email:** karin.tupper@moyewhite.com

Correspondent Name: Karin Tupper
Address Line 1: Moye White LLP

Address Line 2:1400 16th Street, 6th FloorAddress Line 4:Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	17740-1
NAME OF SUBMITTER:	Karin Tupper
SIGNATURE:	/Karin Tupper/

TRADEMARK REEL: 007882 FRAME: 0933

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DATE SIGNED:	10/13/2022	
Total Attachments: 5		
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#### ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("**Trademark Assignment**"), dated as of August 15 , 2022 (the "**Effective Date**"), is made by SNOWBOUND SOFTWARE CORPORATION, a Massachusetts corporation ("**Seller**"), in favor of ACCUSOFT ACQUISITION II, INC., a Florida corporation ("**Purchaser**"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement dated as of July 27, 2022 among Seller, Purchaser, ACCUSOFT CORPORATION, a Florida corporation, and SIMON WIECZNER (the "**Purchase Agreement**").

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Purchaser all Marks (as defined in the Purchase Agreement) of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the undersigned parties agree as follows:

- 1. <u>Capitalized Terms</u>. All capitalized terms used herein but not defined shall have the meaning given to them in the Purchase Agreement.
- 2. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Purchaser all of Seller's right, title, and interest in and to the Marks, including:
  - (a) those set forth in Section 6.16(g) of the Disclosure Schedules;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, and at Purchaser's cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Marks to Purchaser, or any assignee or successor thereto.
- 4. <u>Terms of the Purchase Agreement</u>. This Trademark Assignment is expressly made pursuant to, and subject to the terms of, the Purchase Agreement. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants and agreements contained in the Purchase Agreement, and such representations, warranties, covenants and agreements shall remain in full force and effect in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms

TRADEMARK REEL: 007882 FRAME: 0935 of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

- 5. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 6. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

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# **SIGNATURES**

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

	SELLER:
	SNOWBOUND SOFTWARE CORPORATION, a Massachuseus corporation  By:  Simon Wieczner, CEO
AGREED TO AND ACCEPTED BY:	
	PURCHASER:
	ACCUSOFT ACQUISITION II, INC., a Florida corporation
	By:

# **SIGNATURES**

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

	SELLER:  SNOWBOUND SOFTWARE CORPORATION, a Massachusetts corporation		
	By:		
		Simon Wieczner, CEO	
AGREED TO AND ACCEPTED BY:			
	PUR	CHASER:	
		SUSOFT ACQUISITION II, INC., a Florida oration  Jack Kerling (1980) (198	
		John A. Berlin, President & CEO	

# 6.16(g). List of Marks.

**RECORDED: 10/13/2022** 

Mark	Registration No.	Registration Date
RasterMaster	3377619	2/5/2008
SnowBatch	2648999	11/12/2002
Snowbound	2175041	7/21/1998
Snowbound Software	2639283	10/22/2002
SnowView	2175042	7/21/1998
VirtualViewer	4975849	6/14/2016

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