

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782805

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clouddocs.com, LLC d/b/a CloudDOCX		10/13/2022	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Docufree Corporation		
Street Address:	1775 Founders Parkway		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5801094	AACT-1	
Registration Number:	4326070	LAWDOCX	
Registration Number:	4293600	DEALERDOCX	
Registration Number:	3797777	CLOUDDOCX	
Serial Number:	87239929	GOVDOCX	
Registration Number:	4366162	EDUDOCX	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	athompson@mmmlaw.com		
Correspondent Name:	Adam Thompson		
Address Line 1:	3343 Peachtree Rd. NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Adam J. Thompson		
SIGNATURE:	/Adam J. Thompson/		
DATE SIGNED:	01/27/2023		

CH \$165.00 5801094

Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of October 13, 2022, and is made by Clouddocs.com, LLC d/b/a CloudDOCX, a New York limited liability company (the “Assignor”), in favor of Docufree Corporation, a Georgia corporation (the “Assignee”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee, and the other parties thereto (the “Asset Purchase Agreement” or “APA”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Business Owned Intellectual Property (as defined in the APA), including, but not limited to, the patent assets on Schedule A attached hereto (the “Patent Assets”), the trademarks and trade names on Schedule B attached hereto (the “Trademarks”), the domain names on Schedule C attached hereto (the “Domain Names”), and the social media handles on Schedule D attached hereto (the “Social Media Assets”, and together with the Patent Assets, Trademarks, and Domain Names, collectively the “Intellectual Property Assets”); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks and Patent Assets be made of record in the United States Patent and Trademark Office (where applicable), and the applicable state trademark and patent offices (where applicable), all foreign trademark and patent offices (where applicable) and any other governmental or administrative offices, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, all of the Assignor’s right, title and interest in and to all of the Assignor’s Patent Assets, Trademarks, Domain Names, Social Media Assets and other Business Owned Intellectual Property, including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor’s right, title, and interest in and to the Patent Assets, including any provisional rights therein, and any divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues thereof, and in and to all inventions disclosed and described therein and improvements thereof, preparatory to obtaining Letters Patent of the United States (“Letters Patent”) therefor; 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 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; and the Assignor hereby requests the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from the Patent Assets, or from a division, continuation, continuation-in-part, reexamination, extension, renewal or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Assignor's business symbolized by the Trademarks, and the registrations and application therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers, and delivers to the Assignee, all right, title, and interest in and to the Domain Names, together with all renewals and extensions thereof, and all goodwill of the business symbolized by the Domain Names and Assignee hereby accepts such assignment, transfer, and conveyance. In connection with the foregoing, Assignor hereby irrevocably authorizes the registrar of such Domain Names to transfer the Domain Names to Assignee or to such nominee as Assignee may designate in writing to the Assignor on the date hereof.

(d) The Assignor hereby assigns, transfers, and delivers to the Assignee, all right, title, and interest in and to the Social Media Assets, together with all renewals and extensions thereof, and all goodwill of the business symbolized by the Social Media Assets and Assignee hereby accepts such assignment, transfer, and conveyance. In connection with the foregoing, Assignor hereby irrevocably authorizes the registrar of such Social Media Assets to transfer the Social Media Assets to Assignee or to such nominee as Assignee may designate in writing to the Assignor on the date hereof.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably requested by Assignee and reasonably necessary to register the transfer of the assigned rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to do everything reasonably necessary (including executing documents) to give full effect to the terms of this Agreement and any transactions contemplated by it. The Assignor's obligations under this clause 2 shall not require Assignor's assistance with the prosecution of any not yet registered applications to register any Intellectual Property Assets, or to participate in any defense to an opposition to registration or challenge to any registration of any such Intellectual Property Assets, unless such participation is otherwise required by applicable law.

3. Asset Purchase Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

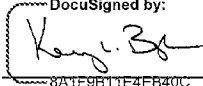
5. Delivery of Tangible Items. To the extent not publically available, Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

[Signatures pages to follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNEE:

DOCUFREE CORPORATION

DocuSigned by:
By: 
Name: Kerry L. Byler
Title: EVP and CFO

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNOR:

CLOUDBOX.COM LLC D/B/A CLOUDDOX

By: _____

Name: John Smith

Title: Authorized Person



[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007954 FRAME: 0102

Exhibit A
Patent Assets

APPLICATION TITLE	APPLICATION NO./ PATENT NO. / JURISDICTION	FILING DATE/ ISSUE DATE	OWNER OF RECORD	STATUS
MULTI-WORD PHRASE BASED ANALYSIS OF ELECTRONIC DOCUMENTS	16/045,263 10,445,430 United States	07-25-2018 10-15-2019	CLOUDDOCS.COM, LLC	Patented
MULTI-WORD PHRASE BASED ANALYSIS OF ELECTRONIC DOCUMENTS	16/575,948 10,846,482 United States	09-19-2019 11-24-2020	CLOUDDOCS.COM, LLC	Patented
MULTI-WORD PHRASE BASED ANALYSIS OF ELECTRONIC DOCUMENTS	17/069,978 N/A United States	10-14-2020 N/A	CLOUDDOCS.COM, LLC	Pending
MULTI-WORD PHRASE BASED ANALYSIS OF ELECTRONIC DOCUMENTS	62/537,197 N/A United States	07-26-2017 N/A	CLOUDDOCS.COM, LLC	Expired

Exhibit B
Trademarks

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
AACT-1	87/622,246 5,801,094 United States	09-26-2017 07-09-2019	CLOUDDOCS.COM, LLC	Registered on Principal Registry
LAWDOCX	85/527,852 4,326,070 United States	01-28-2012 04-23-2013	CLOUDDOCS.COM, LLC	Registered on Supplemental Registry
DEALERDOCX	85/527,853 4,293,600 United States	01-28-2012 02-19-2013	CLOUDDOCS.COM, LLC	Registered on Supplemental Registry
CLOUDDOCX	77/716,899 3,797,777 United States	04-18-2009 06-01-2010	CLOUDDOCS.COM, LLC	Registered on Supplemental Registry
 DealerDOCX	011080967 E62808284 Europe	07-30-2012 01-11-2013	CLOUDDOCS.COM, LLC	Registered
 DealerDOCX	UK00911080967 UK00911080967 United Kingdom	07-30-2012 01-11-2013	CLOUDDOCS.COM, LLC	Registered
LAWDOCX	1588399 N/A Canada	07-26-2012 N/A	CLOUDDOCS.COM, LLC	Abandoned
EDUDOCX	1588398 N/A Canada	07-26-2012 N/A	CLOUDDOCS.COM, LLC	Abandoned

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
DEALERDOCX	1582886 N/A Canada	06-14-2012 N/A	CLOUDDOCS.COM, LLC	Abandoned
GOVDOCX	87/239,929 N/A United States	11-17-2016 N/A	CLOUDDOCS.COM, LLC	Abandoned
EDUDDOCX	85/527,850 4,366,162 United States	01-28-2012 07-09-2013	CLOUDDOCS.COM, LLC	Cancelled from Supplemental Registry

Exhibit C

Domain Names

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
DEALERDDOCX.COM	CloudDocx	Wild West Domains, LLC	09-07-2024
CLOUDDDOCX.COM	None	Wild West Domains, LLC	02-04-2023
EDUDDOCX.COM	CloudDocx	Wild West Domains, LLC	09-07-2022

Exhibit D
Social Media Assets

HANDLE / PAGE	PLATFORM	OWNER OF RECORD	ESTABLISHMENT DATE
HTTPS://WWW.FACEBOOK.COM/CLOUDDOCX-1834961370072531/	Facebook	N/A	September 6, 2016
HTTPS://WWW.FACEBOOK.COM/CLOUD-DOCX-920862024626428/ @CloudDOCX	Facebook	N/A	July 20, 2015
@CloudDOCX	Twitter	N/A	July 2015
HTTPS://WWW.LINKEDIN.COM/COMPANY/CLOUDDOCX/	LinkedIn	N/A	N/A
HTTPS://VIMEO.COM/DOCX?OWNER=42845555	Video	N/A	August 2015