

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Professional Computing Resources, Inc.		03/22/2023	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	Valsoft Corporation Inc.		
Street Address:	7405 Rte Transcanadienne		
Internal Address:	Suite 100		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	QC H4T 1Z2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4265682	PCR-360	
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>			
Phone:	617-556-3823		
Email:	avontaube@richmaylaw.com		
Correspondent Name:	Arvid von Taube		
Address Line 1:	176 Federal Street		
Address Line 2:	Rich May, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Arvid von Taube		
SIGNATURE:	/Arvid von Taube/		
DATE SIGNED:	04/05/2023		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS AGREEMENT

This ASSIGNMENT OF TRADEMARKS AGREEMENT (this “**Assignment**”) dated as of March 22, 2023, is made by and between Professional Computing Resources, Inc., a Michigan corporation, with its registered office in the state of Michigan (the “**Assignor**”), on one hand, and Valsoft Corporation Inc. a Quebec corporation (the “**Assignee**”), on the other hand. Assignor and Assignee are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of March 22, 2023 (the “**Purchase Agreement**”). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Purchase Agreement; and

B. Assignor has adopted, used, and is using the marks identified on the attached Exhibit A, (the “**Marks**”); and

C. Assignee is desirous of acquiring all of Assignor’s rights in the Marks worldwide and any applications and registrations therefor, including the applications and registrations identified on Exhibit A.

AGREEMENT

For good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, incorporating the recitals above, the Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Marks worldwide, and any applications and registrations therefor, including the applications and registrations identified on the attached Exhibit A, together with that part of the goodwill of the business associated with the use of and symbolized by the Marks, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office and all other international trademark offices to transfer all applications and registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

2. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks.

3. Assignor hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted.

4. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Assignment. The Assignor for itself, its successors and permitted assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of the Assignee, the Assignor will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be

reasonably required by the Assignee in order to more effectively transfer to, grant to, convey to, or assign to or in Assignee the Marks.

5. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify, or expand any provision of the Purchase Agreement. In case of contradiction between the provisions of this Assignment or the provisions of any consent to assignment or other acknowledgement of assignment executed by any counter party to an Assigned Contract or Lease and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

6. The representations, warranties, covenants, obligations and agreements of the parties hereto and the terms and conditions set forth in the Purchase Agreement will survive the execution and delivery of this Assignment and will not be merged herein or integrated herewith

7. This Assignment shall be binding upon and inure to the benefit of and be enforceable against the Assignor and the Assignee and their respective heirs, executors, administrators, successors, assigns, and personal representatives. This Assignment is for the sole benefit of the Assignee and the Assignor and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

8. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment. This Assignment may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

9. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

10. This Assignment may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

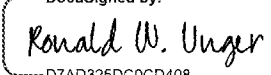
[Signatures on Following Pages]

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IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

Professional Computing Resources, Inc.

DocuSigned by:

By: _____
Name: Ronald W. Unger
Title: Shareholder Designee of Koniag
Government Services, LLC

[Signatures on Following Page]

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ASSIGNEE:

Valsoft Corporation Inc.

By: David Felicissimo

Name: David Felicissimo

Title: Secretary

[Exhibit A on Following Page]

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EXHIBIT A

MARKS

Registered trademarks:

- PCR-360 – U.S. Serial Number – 85507427, U.S. Registration Number - 4265682

Unregistered trademarks:

- COMIT JIT
- COMIT SE
- COMIT CE
- PCR Professional Computing Resources and Design