

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807212

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CDK Global, LLC		04/30/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LightspeedDMS LLC		
<b>Street Address:</b>	215 North Admiral Byrd Road Suite 150		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2270102	LIGHTSPEED	
<b>Registration Number:</b>	4133081	LIGHTSPEEDEVO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8004945225		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Stewart Walsh		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL Inc.		
<b>Address Line 4:</b>	Washington, D.C. 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	1976710		
<b>NAME OF SUBMITTER:</b>	Leanne Honig		
<b>SIGNATURE:</b>	/Leanne Honig/		
<b>DATE SIGNED:</b>	05/01/2023		
<b>Total Attachments: 4</b>			
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## **TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made as of April 30, 2023, between CDK Global, LLC, a Delaware limited liability company (“Assignor”), and LightspeedDMS LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not defined in this Assignment shall have the respective meanings set forth in the Contribution Agreement (the “Contribution Agreement”), dated as of April 30, 2023, by and among Assignor, Assignee, CDK Global (Canada) Limited, a Canadian company, and LightspeedDMS (Canada) ULC, an Alberta unlimited liability company. Assignor and Assignee are referred to collectively as the “Parties” and each individually as a “Party.”

### RECITALS

WHEREAS, Assignor is the current owner of the respective trademarks and trademark registrations identified on Exhibit A attached hereto (“Trademarks”); and

WHEREAS, Assignor agrees to assign the Trademarks to Assignee, and Assignee agrees to accept all of Assignor’s right, title, and interest in and to the Trademarks, together with all goodwill symbolized by or associated with the Trademarks and any common law rights appurtenant thereto.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Assignment.** Pursuant to the Contribution Agreement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts and acquires therefrom, all of Assignor’s right, title, and interest in, to, and under all of the Trademarks and all goodwill associated with such Trademarks and any common law rights appurtenant thereto, to have and to hold the same, unto Assignee, their successors and assigns, forever, together with the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to the Trademarks or any goodwill associated therewith.

2. **Governing Agreement.** This Assignment is being executed and delivered pursuant to, and is subject to the terms and conditions of, the Contribution Agreement. Nothing in this Assignment is intended to or shall be deemed to amend, modify, supplement, or limit in any manner any of the representations, warranties, covenants, agreements, rights, or obligations of the Parties hereto or their respective Affiliates under the Contribution Agreement. In the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of the Contribution Agreement, the terms and provisions of the Contribution Agreement shall control.

3. **Successors and Assigns; Assignment.** This Assignment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No assignment of this Assignment or any of the rights, interests or obligations under this Assignment may be made by any Party, whether or not by operation of

law, without the prior written consent of each of the Parties, and any attempted assignment without the required consent shall be void.

4. **Amendments.** This Assignment may be amended, modified or supplemented only in a writing signed by each of the Parties.

5. **Further Assurances.** On and after the date hereof, upon the request of Assignee, Assignor shall execute and deliver, and shall cause its respective Affiliates to execute and deliver, any such assignments and other instruments as may be reasonably requested by Assignee in order to evidence and effectuate the transactions contemplated by this Assignment.

6. **Applicable Law.** This Assignment, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be governed by and enforced in accordance with the internal laws of the State of Delaware, without giving effect to any laws, rules or provisions of the State of Delaware that would cause the application of the laws, rules or provisions of any jurisdiction other than the State of Delaware.

7. **Counterparts.** This Assignment may be executed in counterparts (including using any electronic signature covered by the United States ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docuSign.com), and such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method. Such delivery of counterparts shall be conclusive evidence of the intent to be bound hereby and each such counterpart, including those delivered in electronic format, and copies produced therefrom shall have the same effect as an originally signed counterpart. To the extent applicable, the foregoing constitutes the election of the Parties to invoke any law authorizing electronic signatures. Minor variations in the form of the signature page, including footers from earlier versions of this Assignment, shall be disregarded in determining a Party's intent or the effectiveness of such signature. No Party shall raise the use the delivery of signatures to this Assignment in electronic format as a defense to the formation of a contract and each such Party forever waives any such defense.

**[Remainder of page left intentionally blank; signature page follows]**

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed and delivered as of the date first above written.

**ASSIGNOR**

CDK GLOBAL, LLC

DocuSigned by:  
*Cameron Williams*  
By: 752678E3CC1F4BD...  
Name: Cameron Williams  
Title: President and Secretary

**ASSIGNEE**

LIGHTSPEEDDMS LLC

DocuSigned by:  
*Cameron Williams*  
By: 752678E3CC1F4BD...  
Name: Cameron Williams  
Title: President and Secretary

**EXHIBIT A**  
**TRADEMARKS**

<b>Trademark / Design</b>	<b>Country</b>	<b>Trademark Owner / Applicable Assignor</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Registration Date Registration No.</b>
LIGHTSPEED	United States of America	CDK Global, LLC	75/108452	23-May-1996	17-Aug-1999 2270102
LIGHTSPEED	Canada	CDK Global, LLC	1525196	27-Apr-2011	18-Jul-2013 855581
LIGHTSPEEDEV0	United States of America	CDK Global, LLC	85/308278	29-Apr-2011	24-Apr-2012 4133081
LIGHTSPEEDNXT	Canada	CDK Global, LLC	1663193	10-Feb-2014	03-Jan-2018 TMAA987660