

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM817859

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900742369

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Twin City Development Foundation	FORMERLY DataMax Foundation	07/28/2022	Corporation: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	CBHBC Corp, LLC
Street Address:	711 Coliseum Plaza Court
City:	Winston Salem
State/Country:	NORTH CAROLINA
Postal Code:	27106
Entity Type:	Limited Liability Company: NORTH CAROLINA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1761687	DATAMAX
Registration Number:	4134707	DATAMAX

CORRESPONDENCE DATA

Fax Number: 9192779177
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: 9192779158
Email: ajdebaugh@wardandsmith.com
Correspondent Name: Arthur J. DeBaugh
Address Line 1: Ward and Smith, P.A.
Address Line 2: 751 Corporate Center Drive, Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

ATTORNEY DOCKET NUMBER:	014406-00003
NAME OF SUBMITTER:	Arthur J. DeBaugh
SIGNATURE:	/Arthur J. DeBaugh/
DATE SIGNED:	06/16/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (“**Assignment**”) is entered into effective as of July 28, 2022 (the “**Effective Date**”) by and between Twin City Development Foundation (f/k/a DataMax Foundation), a North Carolina nonprofit corporation (“**Assignor**”), with an address of 711 Coliseum Plaza Court, Winston-Salem, NC 27106, and CBHBC Corp, LLC, a North Carolina limited liability company (“**Assignee**”), with an address of 711 Coliseum Plaza Court, Winston-Salem, NC 27106 (collectively the “**Parties**” and individually a “**Party**”).

WHEREAS, Coliseum Drive Corporation (f/k/a DataMax Corporation), a North Carolina nonprofit corporation (“**CDC**”), DataMax Holdings, LLC, a North Carolina limited liability company and wholly-owned subsidiary of CDC (“**DMH**” and together with CDC, collectively, the “**Sellers**”) and Assignee previously entered into that certain Asset Purchase Agreement dated December 31, 2018 (the “**Purchase Agreement**”) and; as part of the transactions contemplated by the Purchase Agreement, Assignee executed and delivered to and for the benefit of Sellers that certain Promissory Note dated December 31, 2018, as amended (the “**Promissory Note**”); and

WHEREAS, CDC was the owner of all rights, title and interest in and to the name “DataMax” and all the trademarks, copyright-protected works, logos, trade secrets, inventions, websites and internet domain names and other intellectual property referenced in the Purchase Agreement as the “DataMax IP” which includes, but is not limited to, the intellectual property identified in the attached Exhibit A (the “**Intellectual Property**”); and

WHEREAS, on August 21, 2020, CDC was dissolved and, pursuant to a Plan of Dissolution adopted by the Board of Directors of CDC, all the assets of CDC, including, but not limited to, all of CDC’s rights, title, interest, duties and obligations in, to and under the Purchase Agreement, the Promissory Note and the Intellectual Property, were gifted, transferred and assigned to Assignor; and

WHEREAS, pursuant to Section 5.7(b)(i) of the Purchase Agreement, Assignor is required to sell and assign all the Intellectual Property to Assignee upon Assignee paying and satisfying the Promissory Note in full; and

WHEREAS, on July 28, 2022, Assignee paid and satisfied the Promissory Note in full.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10), the foregoing recitals, which are all incorporated into this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Capitalized Terms. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment. Assignor hereby assigns to Assignee all right, title, and interest worldwide in and to the Intellectual Property, together with the goodwill associated therewith; all rights of priority therein in any jurisdiction of the world as may now or hereafter be granted to Assignor by law, treaty, or other international convention; all pending applications and issued registrations; and all rights, interests, claims, and demands recoverable in law or in equity that Assignor has or may have in profits and damages for past, present, and future infringements and misappropriations thereof, including but not limited to the right to compromise, sue for, and collect said profits and damages. Assignor further agrees to cooperate with Assignee to complete the transfer of the Intellectual Property from Assignor to Assignee.

3. Further Assurances. The Parties agree to execute all documents, papers, forms and authorizations and take all other action that may be reasonably necessary for securing, completing, or

vesting in Assignee full right, title and interest in the Intellectual Property.

4. Primacy of Purchase Agreement. This Assignment is delivered by the Parties pursuant to, and is subject to the terms and conditions of, the Purchase Agreement. This Assignment does not enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by either Party of any representations, warranties, covenants, agreements, and other provisions contained in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall prevail.

5. Governing Law. This Assignment shall be governed by and construed under the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

6. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. Binding. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns.

8. Effective Time. This Assignment is effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment effective as of the date first above written.

ASSIGNOR:

Twin City Development Foundation (f/k/a DataMax Foundation),
a North Carolina nonprofit corporation

By: *Robert J. Eggleston*
Name: ROBERT J. EGLESTON
Title: EXECUTIVE DIRECTOR

ASSIGNEE:

CBHBC Corp, LLC,
a North Carolina limited liability company

By: *Lea A. Verable*
Name: LEA A. VERABLE
Title: CEO

EXHIBIT A
INTELLECTUAL PROPERTY

(see attached)

For assistance with TSDR, email tsdr@uspto.gov and include your serial number, the document you are looking for, and a screenshot of any error messages you have received.
Processing Wait Times: Please note that due to an extraordinary surge in applications, processing times are longer than usual. See [current trademark processing wait times](#) for more information.

STATUS DOCUMENTS MAINTENANCE

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Mark: DATAMAX

No image exists for this case.

US Serial Number: 74280478
US Registration Number: 1781687
Register: Principal
Mark Type: Service Mark
TMS Common Status
Descriptor:



Application Filing Date: Jun. 29, 1992
Registration Date: Mar. 30, 1993

LIVE/REGISTRATION/Issued and Active
The trademark application has been registered with the Office.

Status: The registration has been renewed.
Status Date: Jun. 24, 2012
Publication Date: Jan. 05, 1993

Mark Information

Mark Literal Elements: DATAMAX
Standard Character Claim: No
Mark Drawing Type: 1 - TYPESET WORD(S) / LETTER(S) / NUMBER(S)

Goods and Services

Note:
The following symbols indicate that the registrant/owner has amended the goods/services:
• Brackets [] indicate deleted goods/services;
• Double parentheses () identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
• Asterisks * identify additional (new) wording in the goods/services.
For: credit reporting and debt collection services

International Classification: 036 - Primary Class

U.S. Class(es): 102

Class Status: ACTIVE

Basic: 1(a)

First Use: Jun. 04, 1992

Use in Commerce: Jun. 04, 1992

Basis Information (Case Level)

Filed Use: Yes
Filed ITU: No
Filed 44D: No
Filed 44E: No
Filed 66A: No
Filed No Basis: No

Currently Use: Yes
Currently ITU: No
Currently 44E: No
Currently 66A: No
Currently No Basis: No

Current Owner(s) Information

Owner Name: DataMax Corporation
Owner Address: 711 Coliseum Plaza Court
Winston-Salem, NORTH CAROLINA UNITED STATES 27102
Legal Entity Type: CORPORATION

State or Country Where: NORTH CAROLINA

Power of Attorney

https://tsdr.uspto.gov/#caseNumber=74280478&caseType=SERIAL_NO&searchType=statusSearch

For assistance with TSDR, email tsdr@uspto.gov and include your serial number, the document you are looking for, and a screenshot of any error messages you have received.
Processing Wait Times: Please note that due to an extraordinary surge in applications, processing times are longer than usual. See [current trademark processing wait times](#) for more information.

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Mark: DATAMAX

DataMax

US Serial Number: 85402850
US Registration Number: 4134707
Registrant: Principal
Mark Type: Service Mark
TMS Common Status Descriptor: 

Application Filing Date: Aug. 19, 2011
Registration Date: May 01, 2012

LIVE/REGISTRATION/Issued and Active
The trademark application has been registered with the Office.

Status: A Sections 8 and 15 combined declaration has been accepted and acknowledged.
Status Date: Jul. 13, 2017
Publication Date: Feb. 14, 2012

Mark Information

Mark Literal Elements: DATAMAX
Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.
Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Related Properties Information

Claimed Ownership of US Registrations: 478168Z

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [] indicate deleted goods/services;
- Double parentheses () identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks "*" identify additional (new) wording in the goods/services.

For: Medical claims management services, namely, arranging of managed care contractual services in the fields of physician practices, eligibility pre-certification services, no-pay and deductible determination and billing, claims submission, reimbursement and revenue analysis and receiving, data entering and reporting of transactions that are originated by physicians, hospitals and ancillary medical care providers

International Class(es): 009 - Primary Class

U.S. Class(es): 100, 101, 102

Class Status: ACTIVE

Basic: 1(n)

First Use: Aug. 01, 2008

Use In Commerce: Aug. 01, 2008

Basis Information (Case Level)

Filed Use: Yes
Filed ITU: No
Filed 44D: No
Filed 44E: No
Filed 66A: No
Filed No Basis: No

Currently Use: Yes
Currently ITU: No
Currently 44E: No
Currently 66A: No
Currently No Basis: No

Current Owner(s) Information

https://tsdr.uspto.gov/#caseNumber=85402850&caseType=SERIAL_NO&searchType=statusSearch

Energy - Terms