

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM842378

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Intrado Interactive Services Corporation		09/25/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMessenger Technologies, LLC		
<b>Street Address:</b>	11650 Miracle Hills Drive		
<b>Internal Address:</b>	Fourth Floor		
<b>City:</b>	Omaha		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68154		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4815542	SCHOOLCONNECTS	
<b>Registration Number:</b>	3052368	SCHOOLMESSENGER	
<b>Registration Number:</b>	2917453	SCHOOLREACH	
<b>Registration Number:</b>	2853956	GROUPOCAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5123225201		
<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>	737-443-8796		
<b>Email:</b>	vascroft@pirkeybarber.com		
<b>Correspondent Name:</b>	Victoria Ascroft		
<b>Address Line 1:</b>	1801 East 6th Street, Suite 300		
<b>Address Line 4:</b>	Austin, TEXAS 78702		
<b>NAME OF SUBMITTER:</b>	Victoria L. Ascroft		
<b>SIGNATURE:</b>	/vla/		
<b>DATE SIGNED:</b>	09/27/2023		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is entered into as of the date of the latest signature below, by and between Intrado Interactive Services Corporation, a Delaware corporation, having a place of business at 11650 Miracle Hills Drive, Omaha, NE 68154 ("Assignor"), and SMessenger Technologies, LLC, a Delaware limited liability company, having a place of business at 11650 Miracle Hills Drive, Fourth Floor, Omaha, Nebraska 68154 ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title, and interest in and to the trademarks that have been registered with the United States Patent and Trademark Office and are listed on the attached Exhibit A (the "Trademarks"); and

**WHEREAS**, Assignor desires to assign to Assignee, and Assignee desires to acquire, all right, title, and interest in and to the Trademarks, including any and all goodwill associated with the Trademarks, and certain rights relating thereto.

**NOW, THEREFORE**, for valuable consideration ten dollars (\$10.00) furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. Trademark Assignment. Assignor hereby irrevocably and unconditionally assigns, transfers, sells, and conveys to Assignee any and all of its right, title, and interest in and to the Trademarks, including all goodwill associated therewith, and all rights (A) to all future income, royalties, license fees and other proceeds and payments deriving from the Trademarks, (B) to sue and recover and retain damages and profits and other equitable relief for past, present and future infringement, misappropriation, or other violation of any of the Trademarks, and rights of protection of interest therein (including to prosecute, register, maintain and defend the Trademarks before any public or private agency, office or registrar), and (C) to claim priority based on the Trademarks under the applicable laws of any jurisdiction or country and/or under international conventions or treaties. The Trademarks shall be held and enjoyed by Assignee, its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

2. Authorization. Assignor hereby authorizes and requests the Commissioner of Trademarks in the United States Patent and Trademark Office, and the empowered officials of all other agencies or governments in any applicable foreign countries, to record Assignee as the assignee of all of Assignor's right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Assignor covenants, agrees, and undertakes, upon the reasonable request of Assignee and at Assignee's expense, to take such actions and to execute such assignments, lawful oaths, and other papers which Assignee may reasonably deem necessary for securing to Assignee or for maintaining for Assignee any and all of the Trademarks.

4. Provision of Requested Information. Assignor agrees, upon Assignee's reasonable request and at the expense of Assignee or a legal representative thereof, to supply reasonable information and evidence of which the Assignor has knowledge or possession relating to the Trademarks.

5. No Representations or Warranties. Without limiting the terms of any other agreement between the parties, this Trademark Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

6. Counterparts. This Trademark Assignment may be executed in one or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile, pdf or other electronic method (including DocuSign) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

7. Governing Law; Jurisdiction and Forum. This Trademark Assignment, and all proceedings (whether based on contract, tort or otherwise) arising out of or relating to this Trademark Assignment or the actions of the parties in the negotiation, administration, performance and enforcement hereof, shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In addition, the parties agree that any judicial or administrative investigation, claim, action, suit, arbitration, complaint, litigation or other proceeding whether civil or criminal, at law or in equity which arises under this Trademark Assignment shall be brought in the state or federal courts located in the State of Delaware.

8. Amendment; Waiver. This Trademark Assignment may not be modified or amended, except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party to this Trademark Assignment may, only by an instrument in writing, waive compliance by the other party to this Trademark Assignment with respect to that other party's performance or compliance with any term or provision of this Trademark Assignment. The waiver by any party to this Trademark Assignment of a breach of any term or provision of this Trademark Assignment shall not be construed as a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9. Assignment. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any party hereto may assign or otherwise transfer (by operation of law or otherwise) its rights and obligations under this Trademark Assignment, in whole or in part, without the consent of the other parties in connection with the sale of all or any portion of its assets to which this Trademark Assignment relates, in connection with the merger or consolidation of such party, to an Affiliate or as a pledge of its

interests hereunder to a lender as collateral security. Except as provided in this Section 9, no party hereto may assign or otherwise transfer (by operation of law or otherwise) any of its rights or obligations under this Trademark Assignment (in whole or in part) to any Person without the advance written consent of the other parties, and any attempt to do so shall be null and void.

10. Severability. If any term, provision, covenant or restriction of this Trademark Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Trademark Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Upon such a determination, the parties shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

11. Certain Definitions. Capitalized terms used in this Trademark Assignment shall have the meaning set forth in the recitals or preamble above, as set forth below in this Section 11, or, as set forth anywhere in this Trademark Assignment.

(a) “Affiliate” means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls, is controlled by or is under common control with such Person.

(b) “Person” shall mean an individual, partnership (general or limited), corporation, limited liability company, joint venture, association or other form of business organization (whether or not regarded as a legal entity under applicable law), trust or other entity or organization, including a Governmental Entity or works council.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment by their authorized representatives as of the date set forth below.

**ASSIGNOR**

DocuSigned by:  
*Thomas C. Dolson*  
By: \_\_\_\_\_  
Name: 2396E34B99DF459 Thomas C. Dolson \_\_\_\_\_  
Title: EVP Corporate Development \_\_\_\_\_  
Date: Sep-25-2023 \_\_\_\_\_

**ASSIGNEE:**

DocuSigned by:  
*Thomas C. Dolson*  
By: \_\_\_\_\_  
Name: 2396E34B99DF459 Thomas C. Dolson \_\_\_\_\_  
Title: EVP Corporate Development \_\_\_\_\_  
Date: Sep-25-2023 \_\_\_\_\_

**Exhibit A**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Appl No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
SCHOOLCONNECTS	U.S.	85842395	02/06/13	4,815,542	09/22/15
SCHOOLMESSENGER	U.S.	76601197	07/08/04	3052368	1/31/06
SCHOOLREACH	U.S.	78351206	01/13/04	2,917,453	01/11/05
GROUPCAST	U.S.	78273881	07/14/03	2,853,956	06/15/04