

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843429

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lucernex Inc.		10/02/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Accruent, LLC		
Street Address:	11500 Alterra Parkway, Suite 110		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78758		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6251610	LUCERNEX	
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:	trademarks@fluke.com		
Correspondent Name:	Caldwell Camero		
Address Line 1:	6920 Seaway Blvd.		
Address Line 4:	Everett, WASHINGTON 98203		
ATTORNEY DOCKET NUMBER:	Lucernex assignment		
NAME OF SUBMITTER:	Cheryl Whitlock		
SIGNATURE:	/Cheryl Whitlock/		
DATE SIGNED:	10/03/2023		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS

Whereas, Lucernex Inc., a Delaware corporation having offices and its principal place of business at 11500 Alterra Parkway, Suite 110, Austin TX 78758, United States (hereinafter "**Assignor**"), has, either directly or through related entities and/or predecessors in interest, adopted and used in its business and is the owner of the trademarks listed and described in Schedule A (collectively, the "**Trademarks**" and "**Trademark**") attached hereto;

Whereas, Accruent, LLC a Delaware limited liability company having offices and its principal place of business at 11500 Alterra Parkway, Suite 110, Austin TX 78758, United States (hereinafter "**Assignee**"), desires to acquire the entire right, title, and interest in and to the Trademarks.

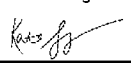
1. **Assignment.** for good and valuable consideration, receipt of which the Assignee acknowledges, and by signing and delivering this instrument, the Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee and the Assignee accepts all of the Assignor's right, title, and interest in and to the following:
 - a. The registered Trademarks specifically listed in Schedule A to this Assignment; and
 - i. All goodwill associated with the business related to the Trademarks together with all rights to use, license, and otherwise exploit the Trademarks;
 - ii. All income, royalties, damages, and payments hereafter due or payable to the Assignor with respect to the Trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any Trademark;
 - iii. All rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this Assignment; and
 - iv. All rights to sue and recover damages and payments for past, present, and future infringements, dilution, or other violation of any of the Trademarks, including the right to fully and entirely replace the Assignor in all related matters.
 - b. All trademarks, service marks, and trade dress not listed in Schedule A, all copyrights, original works of authorships, developments, concepts, improvements, designs, drawings, discoveries, formulas, and trade secret rights, whether or not registrable under patent, copyright, or similar laws ("**Other Property**").
2. **Representations and Warranties.** Assignor represents and warrants to Assignee that: Assignor exclusively owns all right, title, and interest in and to the Trademarks and Other Property; the Trademarks and Other Property are free of any liens, encumbrances, security interests, and restrictions on transfer; to Assignor's knowledge, the Trademarks and Other Property do not infringe the intellectual property rights of any third party; and there are no legal actions, investigations, claims, or proceedings pending or threatened relating to the Trademarks or Other Property.

3. **Indemnification.** Assignor agrees to indemnify and hold Assignee harmless from and against any claims arising from breach or alleged breach of its representations, warranties, and obligations set forth herein.
4. **Further Assurances.** Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Trademarks or Other Property and the vesting of complete and exclusive ownership of the property in Assignee.
5. **Binding on Successors.** This Assignment will inure to the benefit of, and be binding upon, the parties, together with their respective representatives, successors, and assigns.
6. **Governing Law and Jurisdiction.** This Assignment will be governed by, and construed in accordance with, the laws of the state of Washington without reference to its conflict of laws provisions. With respect to any dispute arising out of or related to this Assignment, the parties consent to the exclusive jurisdiction of, and venue in, the federal and state courts in Snohomish County, Washington.
7. **Amendment and Waiver.** This Assignment may not be amended or modified unless mutually agreed upon in writing by the parties and no waiver will be effective unless signed by the party from whom such waiver is sought. The waiver by any party of a breach of any provision of this Assignment will not operate or be construed as a waiver of any subsequent breach.
8. **Severability.** If any provision of this Assignment is held invalid by any court of competent jurisdiction, such invalidity will not affect the validity or operation of any other provision, and the invalid provision will be deemed severed from this Assignment.
9. **Entire Agreement.** This Assignment is the entire agreement concerning the subject matter hereof. It supersedes all prior and contemporaneous agreements, assurances, representations, and communications between the parties.
10. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile or other electronic means, each of which shall be deemed an original, and with the same effect as if all parties to it had all signed the same document. All counterparts and adopting instruments shall be construed together and shall constitute one and the same agreement. This Agreement shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to each of the Parties.

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed by its duly authorized representatives on the respective dates entered below.

ENTITIY

Assignor

DocuSigned by:
By: 
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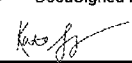
Printed Name: Kate Morgan

Title: CFO

Date: 10/2/2023

ENTITIY

Assignee

DocuSigned by:
By: 
-----BA404EF1F144446...

Printed Name: Kate Morgan

Title: CFO

Date: 10/2/2023

Schedule A

TRADEMARK	JURISDICTION	APP NO.	APP. DATE	REG. NO.	REG. DATE
LUCERNEX	UNITED STATES	87402639	Apr. 07, 2017	6251610	Jan. 19, 2021

TRADEMARK

REEL: 008215 FRAME: 0941

RECORDED: 10/03/2023