

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIT BUSINESS SERVICES INC.		12/15/2023	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DECISION RESOURCES, INC.		
Street Address:	707 Grant Street		
Internal Address:	Gulf Tower, #3500		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5473913	SURESHIP	
Registration Number:	6898412	LEAFWARE	
CORRESPONDENCE DATA			
Fax Number:	4122091936		
<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:	4122974900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	Dentons Cohen & Grigsby P.C.		
Address Line 1:	625 Liberty Avenue		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15222		
ATTORNEY DOCKET NUMBER:	TM24-007		
NAME OF SUBMITTER:	Mark Andrew Mazza		
SIGNATURE:	/mark andrew mazza/		
DATE SIGNED:	01/05/2024		
Total Attachments: 4			
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INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

This INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made and executed as of this December 15, 2023 (the "Effective Date"), by and between AIT BUSINESS SERVICES INC., a California corporation ("AIT"), Timothy P. McManus ("McManus" and with AIT, "Assignor") and DECISION RESOURCES, INC., a Pennsylvania corporation ("Assignee"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement dated as of December 15, 2023, by and among Assignor, Assignee and McManus (the "Agreement").

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, transfer, convey, assign and deliver to the Assignee the Assets and has agreed to assign to the Assignee all of the Assignor's rights, title and interests in and to Assignor's intangible property included in those Assets, including without limitation the Assignor's customer lists (the "Customer List"), the trademarks and trade names identified on Schedule A attached hereto and all registered and unregistered domestic and foreign trademarks, trademark registrations, trademark applications, renewal rights and all goodwill relating thereto (the "Marks"), the domain names identified on Schedule A (the "Domain Names" together with the Customer List, and Marks, the "Intangible Property").

WHEREAS, Assignor is the exclusive owner of the Intangible Property; and

WHEREAS, Assignee wishes to be the exclusive owner of the Intangible Property and Assignor wishes to transfer all of Assignor's ownership of the Intangible Property to Assignee;

NOW, THEREFORE, in consideration of the Agreement and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, grants, conveys, sells and delivers unto the Assignee, its successors and assigns, all right, title, and interest in and to the Intangible Property, together with the goodwill associated therewith. To the extent that any of Assignor's right or title in and to the Intangible Property cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Intangible Property. Assignee does hereby accept the assignment set forth above and Assignee hereby assumes and agrees to perform and discharge, from and after the date hereof, all of Assignor's obligations arising from, in connection with, or related to the Intangible Property.

2. Rights and Privileges. All rights and privileges, including the right to sue for and receive all damages from past and future infringements of the Intangible Property, will be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

3. Further Assurances. Assignor represents and warrants to Assignee, its successors and assigns that on the date hereof Assignor is the exclusive owner of the Intangible Property and has the right to assign the Intangible Property. Assignor agrees, at the Assignee's expense and request: (i) to assign, deliver and communicate to Assignee, its representatives, agents, successors and assigns any facts and materials relating to the Intangible Property, including evidence for interference purposes or for other legal proceedings whenever requested and all files, documents and communications pertaining to the Intangible Property,

including all communications to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the Intangible Property; (ii) to testify in any opposition, cancellation, or other legal proceeding whenever requested; (iii) to execute and deliver whenever requested all lawful papers required to make any of the foregoing provisions effective; and (iv) to generally provide all further cooperation, including taking such further action and executing such additional documents, which Assignee, its successors and assigns reasonably request to secure, obtain or enforce proper protection for the Intangible Property and all associated rights in this or any foreign country.

4. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights in the Intangible Property.

5. Miscellaneous. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. This Assignment and any of the terms contained herein may be amended or modified by Assignor and Assignee only in writing. This Assignment is executed by, and shall be binding upon, Assignor and Assignee and their respective successors and assigns, for the uses and purposes set forth and referred to above, effective immediately upon its delivery to Assignee. Nothing in this Assignment supersedes, expands, or extinguishes any of the obligations, agreements, covenants, representations or warranties of Assignor or Assignee contained in the Agreement. This Assignment shall be subject to the terms, conditions and covenants set forth in the Agreement and, in the event that any provision of this Assignment is construed to conflict with a provision in the Agreement, the provision in the Agreement shall be deemed to be controlling. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Nothing in this Assignment, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation other than Assignor and Assignee, their successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Assignor and Assignee, their successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the Effective Date.

ASSIGNOR:

AIT BUSINESS SERVICES INC.

DocuSigned by:
By: Timothy P. McManus
E48EBA593B24477
Name: Timothy P. McManus
Title: President

DocuSigned by:
By: Timothy P. McManus
E48EBA593B24477
Timothy P. McManus

ASSIGNEE:

DECISION RESOURCES, INC.

DocuSigned by:
By: William A. Titus
9CB440182F1D4B5
Name: William A. Titus
Title: President

Schedule A

Marks and Trade Names

Trademark	Country	Registration #	Registration Date	Status	Owner Name	Classes
LEAFWARE	U.S.	6,898,412	11/15/2022	Registered	Mcmanus, Timothy, P, Dba Ait Business Services, Inc.	42
SURESHIP	U.S.	5,473,913	5/22/2018	Registered	Ait Business Services, Inc	42

- the name "AIT Business Services" and all derivations thereof

Common Law/Unregistered Trademarks:



Domain names:

ait.business, aitbusiness.com, leafwaresolutions.com, sytelinepartners.com, sytelinepartners.org and all derivations thereof.