

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM866568

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decision Research Corporation		01/01/2024	Corporation: HAWAII
RECEIVING PARTY DATA			
Name:	Majesco		
Street Address:	412 Mt. Kemble Avenue, Suite 110c		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2457186	DRC	
Registration Number:	3171442	DECISIONMAKER	
Registration Number:	2450945	DECISION RESEARCH CORPORATION	
CORRESPONDENCE DATA			
Fax Number:	2126538701		
<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:	212-653-8700		
Email:	ipdocketingtm@sheppardmullin.com		
Correspondent Name:	Valerie Demont		
Address Line 1:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	57ZK-378182		
NAME OF SUBMITTER:	Valerie Demont		
SIGNATURE:	/Valerie Demont/		
DATE SIGNED:	01/08/2024		
Total Attachments: 7			
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TRADEMARKS ASSIGNMENT AGREEMENT

This TRADEMARKS ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of January 1, 2024 (the “Effective Date”), by and between Decision Research Corporation (“Assignor”) and Majesco (“Assignee”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January 1, 2024, by and among Assignor, Assignee and certain other parties named thereto (the “Purchase Agreement”), Assignor wishes to assign, transfer, convey, and deliver to Assignee all the trademarks, trade names, trade dresses, and service marks, set forth on Exhibit A attached hereto and incorporated herein by reference (the “Trademarks”) to Assignee, and Assignee is desirous of acquiring the Trademarks from Assignor;

WHEREAS, the parties wish to execute and deliver this Assignment for the purpose of assigning all of Assignor’s right, title and interest in and to the Trademarks from Assignor to Assignee; and

WHEREAS, the terms of the Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, agree as follows:

1. **Assignment**. Subject to the terms and conditions of this Assignment, Assignor hereby irrevocably and perpetually assigns, transfers, conveys, delivers and sets over to Assignee, and Assignee hereby acquires and accepts, the entire and exclusive right, title, and interest of Assignor in and throughout the world in and to the Trademarks, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) all causes of action related thereto, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing. Assignor further consents to recordation of this Assignment by Assignee, including with the United States Patent and Trademark Office or other similar state or foreign office.

2. **Assignor Action**. Following the Effective Date, Assignor covenants and agrees to timely execute any and all papers or documents that may be reasonably necessary to effectuate the assignment and transfer of the Trademarks to Assignee, and shall promptly transfer the registration and ownership of the Trademarks in accordance with the procedures of the relevant registrar(s), and shall cooperate fully and in good faith with Assignee to complete such transfer within ten (10) business days from the Effective Date (or such longer period as the parties may reasonably agree

in writing is necessary to complete such transfer). Assignee shall bear all costs, if any, charged by any registrar in connection with the assignment and transfer of the Trademarks to Assignee.

3. **Registrar Authorization.** Following the Effective Date, Assignor hereby authorizes each such registrar to transfer the ownership and control of the Trademarks to Assignee.

4. **Further Action.** Following the Effective Date, Assignor covenants and agrees, at the request of Assignee, to execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee each of the Trademarks, all at the sole cost and expense of Assignee.

5. **Successors and Assigns.** Except as otherwise provided in this Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, and administrators.

6. **Governing Law; Dispute Resolution.**

(a) This Agreement, and all claims or causes of action (whether at law, in contract, in tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance hereof, shall be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

(b) Except in the case of Fraud or willful misconduct:

(i) any dispute, claim or controversy brought by the Assignee arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the determination of the scope or applicability of this Agreement to arbitrate, shall be referred to and finally settled by arbitration administered in Hawaii by Dispute Prevention & Resolution, a Hawaii corporation ("DPR") pursuant to its Arbitration Rules, Procedures & Protocols, then in effect. Where this **Section 6** applies, Assignee may, by providing notice in writing (an "Arbitration Notice") to Assignor, refer the dispute for arbitration under the Arbitration Rules, Procedures & Protocols of Dispute Prevention & Resolution, Inc. ("DPR Rules"), and

(ii) any dispute, claim or controversy brought by the Assignor arising out of or in connection with this Agreement or the breach, termination, enforcement, interpretation or validity thereof, the determination of the scope or applicability of this Agreement to arbitrate, shall be referred to and finally settled by arbitration administered in New York by JAMS pursuant to its Arbitration Rules and Procedures, then in effect. Where this **Section 6** applies, Assignor may, by providing an Arbitration Notice to Assignee, refer the dispute for arbitration under the JAMS Comprehensive Arbitration Rules and Procedures.

(c) The arbitral tribunal will consist of one (1) arbitrator, independent of the Parties, mutually agreed to by the parties to the dispute within thirty (30) days of deemed receipt of the Arbitration Notice, in accordance with the DPR Rules or the JAMS Comprehensive Arbitration Rules, as applicable.

(d) The seat of the arbitration will be Honolulu, Hawaii, in the event of a claim brought by Assignee, or New York, New York, in the event of a claim brought by Assignor. The governing law of the arbitration shall be the laws of the State of New York. The arbitration shall be conducted in English and be confidential. The arbitrator's determination shall be given in writing and set forth the reasons for such determination. The determination of the arbitrator shall be final and binding on all parties for all purposes and the parties waive any and all rights to appeal to the courts. Each party shall bear its own costs in connection with any dispute, provided however that: (i) all interim expenses or fees payable to arbitrators or institutions conducting an arbitration shall be shared equally by the parties to the dispute (and to the extent that where more than one party to the dispute are Affiliates, they shall be deemed to be one party for the purposes of allocation of such interim expenses); and (ii) insofar as the DPR Rules or the JAMS Comprehensive Arbitration Rules, as applicable, permit, the arbitrator may award costs, including reasonable attorneys' fees, as part of his, her or its determination, in which case such determination will prevail.

(e) Notwithstanding any provision of this **Section 6**, nothing herein shall prevent any party from applying to a court of competent jurisdiction: (i) for preliminary injunctive relief, a preservation order or to seek other interim relief; (ii) to enforce the terms of this **Section 6** or (iii) to seek recognition or enforcement of any arbitral award or determination made under this Assignment.

(f) Notwithstanding any of the foregoing provisions of this **Section 6**, in the event that a dispute subsists and, at that time, there also subsists another dispute, controversy, difference or claim arising between the same parties in relation to or connected with this Assignment and which is already the subject of existing arbitration proceedings, the parties shall (unless they otherwise agree in writing) refer (including by the exercise of rights and discretions available to them under this Assignment) the dispute to, and the dispute will be referred heard by, the same arbitrator hearing the existing arbitration proceedings.

(g) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON LAW, CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

7. **Address for Notices, Etc.** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Assignment shall be in writing, and delivery shall be deemed sufficient in all respects and to have been duly given, as follows: (a) on the actual date of service if delivered personally, (b) at the time of receipt if given by electronic mail to the e-mail addresses set forth in this **Section 7**, *provided* that a party sending notice by electronic delivery shall bear the burden of authentication and of proving transmittal, receipt and time of receipt, or (c) two (2) business days after delivery to a nationally recognized overnight courier service during its business hours or the Express Mail service maintained by the United States Postal Service during its business hours for overnight delivery against receipt, and properly addressed as set forth in this **Section 7**:

If to the Assignor:

Karen Yamamoto
47-776 Malumalu Place
Kaneohe, Hi 96744
Attention: Karen Yamamoto
Email: karen.maileco@gmail.com

With a copy to (which copy shall not constitute notice hereunder):

Fox Rothschild
10250 Constellation Blvd.
Suite 900
Los Angeles, CA 90067
Attention: Joseph Radovsky and Melissa Sanders
E-mail: jradovsky@foxrothschild.com and
msanders@foxrothschild.com

If to the Assignee:

Majesco
412 Mt. Kemble Avenue, Suite 110c
Morristown, NJ 07960
Attention: General Counsel
Email: lori.stanley@majesco.com

With a copy to (which copy shall not constitute notice hereunder):

Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10112-0015
Attention: Valérie Demont
E-mail: vdemont@sheppardmullin.com

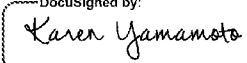
Any party may change its address or other contact information for notice by giving notice to each other party in accordance with the terms of this **Section 7**.

8. **Miscellaneous**. This Assignment may be executed and delivered by facsimile, portable document format (.pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (including DocuSign), and in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all the terms, provisions, and limitations set forth in that certain Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

“ASSIGNOR”:

DECISION RESEARCH CORPORATION,
a Hawaii corporation

By: 
Name: Karen Yamamoto
Title: Chief Executive Officer

“ASSIGNEE”:

MAJESCO,
a California corporation

By: _____
Name:
Title:

[Signature Page to Trademarks Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the Effective Date.

“ASSIGNOR”:

DECISION RESEARCH CORPORATION,
a Hawaii corporation

By: _____
Name: Karen Yamamoto
Title: Chief Executive Officer

“ASSIGNEE”:

MAJESCO,
a California corporation

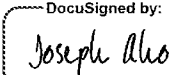
By:  _____
Name: Joseph Aho
Title: Chief Financial Officer

EXHIBIT "A"
TRADEMARKS

Unregistered (Common Law) Trademark:



Registered Trademark:

Mark	Serial Number	Registration Number	Registration Date	Status
DRC	76028525	2457186	6/5/2001	Active
DECISIONMAKER	78784093	3171442	11/14/2006	Active
DECISION RESEARCH CORPORATION	76028742	2450945	5/15/2001	Cancelled
GAMECHANGER	85626450	4415610	10/8/2013	Cancelled
AIS	75013109	2020617	12/3/1996	Cancelled
INSURANCECARD	75897329	N/A	N/A	Abandoned
VISUALCOBOLSQL	74583082	N/A	N/A	Abandoned
VISUALCOBOL++	74583080	N/A	N/A	Abandoned
ACCESS INSURANCE INFORMATION SYSTEM	74583079	N/A	N/A	Abandoned
Q2C 4.0	74375143	N/A	N/A	Abandoned

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