

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI50025

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PEOPLESTRATEGY, INC.		02/22/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	ASURE CUSTOMER & IP HOLDCO LLC		
Street Address:	405 Colorado Street		
Internal Address:	Suite 1800		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	97189139	PS	
Serial Number:	88898306	PEOPLESTRATEGY	
Serial Number:	88898302	PEOPLESTRATEGY	
Serial Number:	88897770	PEOPLESTRATEGY	
Serial Number:	88816293	PEOPLESTRATEGY	
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>			
Phone:	3053970845		
Email:	mlima@cozen.com		
Correspondent Name:	Cozen O'Connor		
Address Line 1:	Southeast Financial Center		
Address Line 2:	200 South Biscayne Blvd, Suite 3000		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Maria Lima		
SIGNATURE:	Maria Lima		
DATE SIGNED:	02/26/2024		

OP \$140.00.00 97189139

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of February 22, 2024 (the "Effective Date"), by and among PEOPLESTRATEGY, INC., a Delaware corporation ("Company"), CHECKPOINT HR HOLDINGS CORPORATION, a Delaware corporation ("Checkpoint"), THE WILSHIRE GROUP, LLC, a Delaware limited liability company ("Wilshire" and together with Company and Checkpoint, "Assignor"), and ASURE CUSTOMER & IP HOLDCO LLC, a Delaware limited liability company ("Asure IP").

RECITALS

- A. Assignor, together with certain stockholders of Company, and Asure Software, Inc., a Delaware corporation ("Asure Software"), have executed an Asset Purchase Agreement dated the Effective Date (the "Purchase Agreement"), pursuant to which Asure Software has agreed to buy the Purchased Assets and assume the Assumed Liabilities upon the terms and conditions specified in the Purchase Agreement.
- B. Asure Software has directed that the Seller Intellectual Property be transferred to its Affiliate, Asure IP, pursuant to and under the terms of this Agreement.
- C. Asure IP desires, and Assignor has agreed to assign to Asure IP, all right, title and interest it may have in and to the Seller Intellectual Property specifically including, but not limited to, the Intellectual Property listed on the attached Exhibit A.
- D. Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

AGREEMENT

In consideration of the premises and the mutual covenants and agreements set forth in the Purchase Agreement, the parties hereby agree as follows:

1. **Assignment.** Assignor, in accordance with and subject to the terms of the Purchase Agreement, hereby sells, assigns and transfers to Asure IP any and all right, title and interest it may have in and to the Seller Intellectual Property, together with any goodwill of the Business it may have connected with the use of and symbolized by the Seller Intellectual Property and any right it may have to prosecute and recover damages for any past, present or future infringements or other violations of the Seller Intellectual Property.
2. **No Modification.** This Assignment is made subject and pursuant to (and does not modify) the Purchase Agreement, which contains certain representations, warranties and covenants regarding the Seller Intellectual Property. Nothing contained in this Agreement shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement.
3. **Conflicts.** In the event of a conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control.
4. **Further Action.** Assignor agrees to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and consummate the terms and conditions of this Assignment and the transactions contemplated thereby or to otherwise assign Assignor's interest in the Seller Intellectual Property to Asure IP.

5. Counterparts. This Assignment may be executed in two or more counterparts, including by facsimile or other electronic transmission, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the others.

[Remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, AsureIP and Seller have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

PEOPLESTRATEGY, INC.

Holly Turner

By: Holly Turner
Its: Chief Executive Officer

CHECKPOINT HR HOLDINGS CORPORATION

Holly Turner

By: Holly Turner
Its: Chief Executive Officer

THE WILSHIRE GROUP, LLC

Holly Turner

By: Holly Turner
Its: Chief Executive Officer

ASURE IP:

ASURE CUSTOMER & IP HOLDCO LLC

By: Patrick Goepel
Its: Chief Executive Officer

IN WITNESS WHEREOF, AsureIP and Seller have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR:

PEOPLESTRATEGY, INC.

By:

Its:

CHECKPOINT HR HOLDINGS CORPORATION

By:

Its:

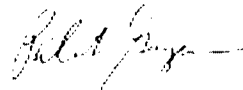
THE WILSHIRE GROUP, LLC

By:

Its:

ASURE IP:

ASURE CUSTOMER & IP HOLDCO LLC



By: Patrick Goepel

Its: Chief Executive Officer


EXHIBIT A
Intellectual Property

Domain Names: <https://www.peoplestrategy.com>

Patents: None.

Trademarks:

a. Registered:

Trademark	Mark Type	US Serial No.	US Registration No.	Registration Date:
	Service Mark	97189139	6956591	1/17/2023
peoplestrategy	Service Mark	88898306	6235495	12/29/2020
peoplestrategy	Service Mark	88898302	6230184	12/22/2020
peoplestrategy	Service Mark	88897770	6164222	9/29/2020
peoplestrategy	Service Mark	88816293	6162762	9/29/2020

b. Unregistered: None.

Copyrights:

a. Registered: None.

b. Unregistered:

1. PS2 COBOL system (Province of New Brunswick)
2. PS3 COBOL system (United Parcel Service)

3. PeopleStrategy legacy system
4. PeopleStrategy client onboarding system
5. PeopleStrategy new platform (under development)

Trade Names:

1. PeopleStrategy
2. PeopleStrategy, Inc.
3. Genesys Software Systems Inc.
4. CheckPoint HR Holding Corporation
5. CheckPoint HR, LLC
6. The Wilshire Group, LLC
7. Human Capital Advantage LLC

Social Media Accounts:

LinkedIn: <https://www.linkedin.com/company/peoplestrategy>

Instagram: <https://www.instagram.com/peoplestrategyofficial/>

X: <https://twitter.com/peoplestrategy>

Facebook: <https://www.facebook.com/PeopleStrategyOfficial>