

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI124970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freedom Systems Corp.		03/27/2024	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	GIS Workshop, LLC		
Street Address:	3905 South 148th Street		
Internal Address:	Suite 200		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68144		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5901189	FREEDOM SYSTEMS	
Registration Number:	4453602	CITYSHARE	
CORRESPONDENCE DATA			
Fax Number:	4023909005		
<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:	4023909500		
Email:	ip@koleyjessen.com		
Correspondent Name:	Roberta Christensen		
Address Line 1:	One Pacific Place, Suite 800		
Address Line 2:	1125 S 103rd Street		
Address Line 4:	Omaha, NEBRASKA 68124		
ATTORNEY DOCKET NUMBER:	16975-0021		
NAME OF SUBMITTER:	Catherine Petersen		
SIGNATURE:	Catherine Petersen		
DATE SIGNED:	03/27/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (this "Trademark Assignment"), effective as of March 27, 2024, is made by Freedom Systems Corp., a Delaware corporation, having an address of 2570 Blvd. of the Generals Building 100, Suite 123, Eagleville, PA 19403-5890 (the "Assignor"), to GIS Workshop, LLC, a Delaware limited liability company, having an address of 3905 South 148th St., Suite 200, Omaha, NE 68144 ("Assignee" and together with Assignor, the Parties). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Asset Purchase Agreement (as defined below).

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) all trademarks, trademark registrations and trademark applications owned by Assignor including the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with all common law rights in such Assigned Trademarks and the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in other applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other

transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, (excluding any rule of law that would cause the application of the laws of any jurisdiction other than the laws of the State of Delaware). EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the day and year first written above.

ASSIGNOR:

FREEDOM SYSTEMS CORP.

Thomas G. O'Donnell

By: _____

Name: Thomas O'Donnell

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment Agreement as of the day and year first written above.

ASSIGNEE:

GIS WORKSHOP, LLC

By: Joseph R. Heieck

Name: Joseph Heieck

Title: Chief Executive Officer

**Schedule A
ASSIGNED TRADEMARKS**

Registered Trademark	Jurisdiction	App. No./Reg. No.	Registration Date	Recorded Owner Name
FREEDOM SYSTEMS and Design 	US	RN: 5901189 SN: 88308170	November 5, 2019	Freedom Systems Corp.
CITYSHARE and Design 	US	RN: 4453602 SN: 85789002	December 24, 2013	Freedom Systems Corp.