

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Square 9 Softworks LLC		01/01/2013	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Square 9 Softworks Inc.		
Street Address:	129 Church Street		
City:	New Haven		
State/Country:	CONNECTICUT		
Postal Code:	06510		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3660264	SQUARE 9	
CORRESPONDENCE DATA			
Fax Number:	8607242161		
<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:	8607242160		
Email:	dbb@aetonlaw.com		
Correspondent Name:	David Benoit		
Address Line 1:	101 Centerpoint Drive		
Address Line 2:	Suite 105		
Address Line 4:	Middletown, CONNECTICUT 06457		
ATTORNEY DOCKET NUMBER:	0092-4008		
NAME OF SUBMITTER:	David Benoit		
SIGNATURE:	/David Benoit/		
DATE SIGNED:	01/08/2015		
Total Attachments: 2			
source=NJ-LLC Assignment of Rights 2013#page1.tif			
source=NJ-LLC Assignment of Rights 2013#page2.tif			

OP \$40.00 3660264

ASSIGNMENT OF SOFTWARE AND SOFTWARE RIGHTS

Square 9 Softworks, LLC, a New Jersey limited liability company, ("Assignor"), hereby assigns and transfers to Square 9 Softworks, Inc., a Connecticut corporation, (the "Acquiror") and its successors and assigns, with its principal office at 129 Church Street, New Haven, Connecticut 06510, all of the Assignor's right, title and interest in and to the following assets (collectively "Assets"):

a. Software and Components.

(i) The software and software products for Enterprise Document Management (EDM and Business Process Management (BPM); such software is known as "SmartSearch", "GlobalForms", "GlobalSearch", "GlobalCapture", "ImageXChange", "Work XChange", "Capture WorkFlow", "SmartCapture", "QuickBooks Connection", "GlobalCapture EIP", Global Capture OSA, "GlobalCapture HyPass", "Test Server Licensing", "File XChange", "KeyFree Indexing" (individually or collectively "Square-9 Software Products"). (ii) All developed software and software products for EDM and BPM and all associated computer software source code, object code, routines, tools, designs, descriptions and documentation that is or reasonably may be useable in other computer software work, projects or applications (collectively "Components"). (iii) Any and all previous versions, prototypes, alpha or beta testing programs, drafts or other finished or unfinished works of or related to Square-9 Software Products and Components. (iv) Any and all copies of the Square-9 Software Products and the Components ever produced, distributed and/or released by Assignor shall be delivered to Acquiror and become the property of Acquiror. If any copies are lawfully in the hands of a third-party such copy or copies shall be identified to Acquiror. There are no agreements with such third-parties and the identity of such third-parties shall be provided to Acquiror prior to Closing, if requested in writing. (v) Any and all current and future improvements, additions, to the Square-9 Software Products or Components or the respective source code by Acquiror which shall be the sole and exclusive property of Acquiror. (vi) Any and all current and future derivative products.

b. Copyright. Any and all right, title and interest in and to any copyright rights in and to Square-9 Software Products and the Components including but not limited to the source codes and object codes.

c. Square 9 Label, Trade-names, Trademarks, and Marketing Materials. All names, trade-names, trademarks, and/or current brands known as "Square 9" or used for the Components, and all product labels, logos, designs, artwork, and marketing materials.

d. Patents. All patents and patent rights whether or not filed and/or prosecuted.

e. Business Line and Contracts and Licenses. All of Assignor's contracts, licenses, or other agreements relating to Sq-9 Software Products.

f. Square 9 Website. The website(s) and domain name(s): docmanagementsoftware.com, electronicdocumentimaging.net, smartsearchdocmanagement.com, smartsearchdocumentmanagement.com, smartsearchecm.com, smartsearchedm.com,

square9.biz, square9.com, square9.info, square9.org, square9softworks.com, square9softworks.info, square9softworks.net, square9support.com, thepaperlessproject.com, maxxdoc.com, maxxdoc.net, maxxdoc.org, and any and all associated domain names, derivative domain names, and/or domain name reservations, and any and all pass-codes including the FTP pass-code. , and any and all associated domain names, derivative domain names, and/or domain name reservations, and any and all pass-codes including the FTP pass-code.

- g. Square 9 Formula. The confidential and proprietary mathematical algorithms or mathematical formulae which Sqare-9 Software Products is based upon (the "Formula").
- h. Square 9 Customers. All customers and customer lists of Assignor .

TO HAVE AND TO HOLD the Assets unto the Acquiror and to the successors and assigns of the Acquiror forever. The Assignor, its successors and assigns, covenant and agree with Acquiror to **Warrant & Defend** the title to the Assets against all persons forever in perpetuity, subject to Acquiror remitting any and all taxes arising out of this assignment and transfer.

The Assignor covenant and agree to execute and deliver to the Acquiror, upon demand, all such other and further instruments, documents and other assurances necessary or desirable in the Acquiror's sole discretion, to ratify or confirm the assignment set forth herein.

This assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

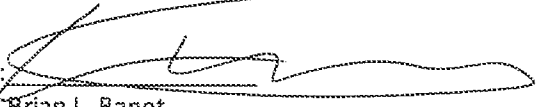
This assignment is made pursuant to a certain Software Acquisition Agreement between Acquirors and Assignor.

IN WITNESS WHEREOF, the Assignor has caused this Assignment Agreement to be executed, to be effective as of January 1, 2013 dated and signed on October 7, 2013.

Assignor:

Square 9 Softworks, LLC

(a New Jersey limited liability company)

By: 

Brian L. Banet
a Manager

Square 9 2013 (Assignment) Square 9 09/27/13 1/1