

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412580

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIVOTDESK, INC.		01/17/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PIVOTDESK LLC		
Street Address:	594 Dean Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11238		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4391046	PIVOTDESK	
Registration Number:	4391045	PIVOTDESK	
Registration Number:	4398944	PIVOTDESK	
Registration Number:	4398943	PIVOTDESK	
CORRESPONDENCE DATA			
Fax Number:	2483513082		
<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:	2487271471		
Email:	byates@jaffelaw.com		
Correspondent Name:	Brenda R. Yates		
Address Line 1:	535 West William St., Ste 400S		
Address Line 4:	Ann Arbor, MICHIGAN 48103		
ATTORNEY DOCKET NUMBER:	INDUST-PIVOT		
NAME OF SUBMITTER:	Brenda R. Yates		
SIGNATURE:	/bry/		
DATE SIGNED:	01/17/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 17, 2017 (the "Effective Date"), by and between PIVOTDESK, INC., a Delaware corporation, with an address of 1910 Pearl Street Boulder, Colorado 80302 ("Assignor"), and PIVOTDESK LLC, a Michigan limited liability company, with an address of 594 Dean Street Brooklyn, New York ("Assignee").

Recitals:

A. Assignor is the owner of the trademark applications, trademark registrations, registered trademarks and unregistered trademarks set forth on Schedule A (collectively, the "Trademarks").

B. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of the date of this Assignment (the "Purchase Agreement").

C. Pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee all of its rights, title and interest in and to the Trademarks, and Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase and acquire, all right, title, and interest in and to the Trademarks, subject to the terms and conditions of this Assignment.

Agreements:

NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and set over unto Assignee all of its right, title and interest in and to (a) the Trademarks set forth on Schedule A, together with all other goodwill associated with such Trademarks, including without limitation, the goodwill of the Business (as defined in the Purchase Agreement) connected with the use of such Trademarks and which is symbolized by such Trademarks, (b) all registrations, applications, renewals and extensions of such Trademarks, and (c) all common law rights with respect to any of such Trademarks, in each case, together with the right to all incomes, royalties, and payments due or payable with respect any of such Trademarks, whether arising on or after the Effective Date, and the right to bring action for and collect for past, present, and future damages, royalties, fees, profits or other relief, including equitable or injunctive relief, arising from past, present, or future infringement or dilution of any of such Trademarks, whether occurring before or after the Effective Date.

2. Authorization. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks.

3. Further Assurances. Following the Effective Date, Assignor shall take further actions, and provide Assignee, Assignee's successors, assigns or other legal representatives, such

cooperation and assistance (including the execution and delivery of affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as reasonably requested by Assignee to more fully and effectively evidence or effectuate the purposes of this Assignment.

4. Entire Agreement. This Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter of this Assignment. To the extent any term, condition or provision of this Assignment is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

5. Successors and Assigns. This Assignment shall be binding upon and the benefits of it shall inure to the parties and their respective legal representatives, heirs, successors, and assigns.

6. Governing Law; Jurisdiction; Venue. The interpretation and construction of this Assignment, the obligations of the parties, and any claims or disputes relating to this Assignment, shall be governed by and construed in accordance with the domestic Laws of the State of Delaware, excluding its choice or conflicts of law rules. The parties consent to the exclusive jurisdiction of the state and federal courts sitting in Oakland County, Michigan, agree that any proceeding in connection with any claim or dispute relating to this Assignment shall be conducted in such courts, and waive any defense of lack of personal jurisdiction or improper or inconvenient venue.

7. Counterparts/Facsimile Signatures. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:


PIVOTDESK, INC.,
a Delaware corporation

By: 
Name: DAVID MANDELL
Title: CEO

STATE OF Colorado }
COUNTY OF Boulder } ss.

On 11 January 2017, before me, Allison Berman, personally appeared David Mandell, on behalf of PIVOTDESK, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Notary Signature

ALLISON BERMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20154001117
MY COMMISSION EXPIRES JANUARY 09, 2019

[Signature Page to Trademark Assignment]

ASSIGNMENT ACCEPTED:

ASSIGNEE:

PIVOTDESK, LLC,
a Michigan limited liability company

By: [Signature]
Name: JAMIE HODARI
Title: OFFICER

STATE OF NEW YORK }
COUNTY OF KINGS } ss.

On 17 January 2017, before me, LISA E. CHRISTMAS,
personally appeared JAMIE J. HODARI, on behalf of PIVOTDESK LLC,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument, and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by his/her signature on the instrument,
the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

LISA E. CHRISTMAS
Notary Public, State of New York
Registration #01CH6321238
Qualified In Kings County
Commission Expires March 16, 2019

[Signature]
Notary Signature

SCHEDULE A

Trademarks

Registered Trademarks

Jurisdiction	Trademark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
United States	PIVOTDESK	85/759,035	19/10/2012	4,391,046	27/08/2013	PivotDesk, Inc.
United States	PIVOTDESK	85/759,031	19/10/2012	4,391,045	27/08/2013	PivotDesk, Inc.
United States	PIVOTDESK	85/759,027	19/10/2012	4,398,944	09/10/2013	PivotDesk, Inc.
United States	PIVOTDESK	85/759,020	19/10/2012	4,398,943	09/10/2013	PivotDesk, Inc.

Unregistered Trademarks

1. PivotDesk, Inc.
2. PivotDesk
3. Cultivate

[Schedule A to Trademark Assignment]