

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430834

| | | | |
|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aergo, Inc | | 06/09/2017 | Corporation: NEW JERSEY |
| Michael Setteducati | | 06/09/2017 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Aergo Solutions LLC | | |
| Street Address: | 33 Wood Avenue South | | |
| Internal Address: | Suite 840 | | |
| City: | Iselin | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 08830 | | |
| Entity Type: | Limited Liability Company: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3102643 | AERGO | |
| Registration Number: | 3016882 | ESCORT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6129778650 | | |
| <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: | 6129778400 | | |
| Email: | ip@briggs.com | | |
| Correspondent Name: | Briggs and Morgan, P.A. | | |
| Address Line 1: | 80 South Eighth Street | | |
| Address Line 2: | 2200 IDS Center | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| ATTORNEY DOCKET NUMBER: | 33324.96 | | |
| NAME OF SUBMITTER: | Audrey J. Babcock | | |
| SIGNATURE: | /AudreyJ. Babcock/ | | |
| DATE SIGNED: | 06/12/2017 | | |
| Total Attachments: 4 | | | |

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (“IP Assignment”), dated as of June 9, 2017 (the “Effective Date”), is made by Aergo, Inc., a New Jersey corporation and Michael Setteducati, an individual and a New Jersey resident (collectively, the “Assignors”), in favor of Aergo Solutions LLC, a New Jersey limited liability company (“Assignee”).

WHEREAS, Assignors desire to convey, transfer, and assign to Assignee certain intellectual property of Assignors, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. Assignors, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey, transfer and assign to Assignee, its successors and assigns, any and all of right, title and interest in and to any and all of the intellectual property rights that Assignors have used within the operation of Assignee’s business, together with the goodwill associated with the use of such intellectual property rights, including, without limitation, the full right to any and all claims and causes of action with respect to any rights in the assigned intellectual property rights, whether accruing before, on and/or after the date hereof, wherein assigned intellectual property rights shall include all rights in: all inventions (whether or not patentable and whether or not reduced to practice), all improvements thereto; all patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof, including all supporting documentation of any kind; all trade names, trademarks, service marks, logos, trade dress, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith; all copyrightable works, all copyrights; all mask works and associated rights; all registrations and applications and renewals for any of the foregoing; all trade secrets; all Know-How (defined below); Code (defined below); Documentation (defined below) and Software (defined below), including but not limited to those assets listed on Schedule 1 attached hereto (collectively, the “Assigned Intellectual Property”). The full right to any and all claims and causes of action assigned herein relating to the Assigned Intellectual Property includes but is not limited to 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, including but not limited to the right to collect, or otherwise recover, the proceeds from any litigation which is pending as of the date hereof.

2. Definitions. As used herein, the following capitalized terms shall have the following definitions: “Know-How” shall include trade secrets and other confidential and proprietary information, including without limitation, technical information, research, schematics, models, programs, Documentation, Code, tools, methods and methodologies

and data, including engineering, scientific and practical information and formulas, hardware and software designs, technical information recorded in reports, on drawings, in specifications, and in other writings; “Documentation” shall mean written materials, including without limitation, technical reference handbooks, technical disclosures, publications, Source Code, and other materials which are used to support the acquired intellectual property rights; “Code” shall mean computer programming code, and shall include both Object Code and Source Code; “Object Code” shall mean the machine executable form of the Code; “Source Code” shall mean the human-readable form of the Code, including commentary and notes necessary for a reasonably skilled programmer to maintain and modify the computer program; and “Software” shall mean any instructions and associated data capable of being executed, compiled, or interpreted by a data processing machine, whether or not such instructions and associated data are in Object Code or in Source Code form.

3. Required Recordings. Assignors hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Assignors 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Intellectual Property to Assignee, or any assignee or successor thereto.

4. Reasonable Cooperation. Upon Assignee’s reasonable written request, Assignors shall, at Assignee’s sole cost and expense, execute and deliver to Assignee such additional instruments as Assignee deems reasonably necessary to vest Assignee with Assignors’s rights in and to all such Assigned Intellectual Property.

5. Counterparts. This IP Assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this IP Assignment by signing any such counterpart.

6. Governing Law. This IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Assignors, intending to be legally bound, have caused this IP Assignment to be executed effective as of the Effective Date.

ASSIGNORS:

AERGO, INC., a New Jersey corporation

By: 

Name: Michael Setteducati

Its: President/Chief Executive Officer



Michael Setteducati

ASSIGNEE:

AERGO SOLUTIONS LLC, a New Jersey
limited liability company

By: 

Name: Michael Setteducati

Its: Chief Executive Officer

[SIGNATURE PAGE TO
INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT]

TRADEMARK
REEL: 006081 FRAME: 0821

**SCHEDULE 1
TO
ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS**

Patents and Patent Applications:

| <u>Title</u> | <u>Jurisdiction</u> | <u>Application Serial No.</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|---------------------------------------|---------------------|-----------------------------------|-----------------------|-----------------------|
| Workflow management software overview | USA | 10/381,662 | 7,275,039 | 9/25/2007 |

Trademarks Registrations:

| Trademark | Number | Registration Date | Expiration Date |
|------------------|---------------|--------------------------|------------------------|
| Aergo | 3102643 | June 13, 2006 | June 13, 2026 |
| Escort | 3016882 | November 22, 2005 | November 22, 2025 |

Copyright Registrations:

None.

Domain Names:

| Domain Name | Create Date | Expiration Date | Registrar |
|---------------------|--------------------|------------------------|-------------------|
| aergo.solutions | 10/15/2015 | 10/15/2017 | Godaddy |
| aergosolutions.biz | 8/5/2013 | 8/4/2022 | Godaddy |
| aergosolutions.co | 8/5/2013 | 8/4/2021 | Godaddy |
| aergosolutions.info | 9/15/2010 | 9/15/2022 | Godaddy |
| aergosolutions.net | 9/15/2010 | 9/15/2022 | Godaddy |
| aergosolutions.org | 8/5/2013 | 8/5/2022 | Godaddy |
| aergosolutions.us | 9/15/2010 | 9/15/2022 | Godaddy |
| aergo.com | 4/14/1999 | 4/14/2018 | Network Solutions |
| aergo.biz | 9/12/2013 | 9/11/2017 | Network Solutions |
| aergo.us | 9/4/2014 | 9/3/2017 | Network Solutions |
| aergo.org | 9/4/2014 | 9/4/2017 | Network Solutions |
| aergo.info | 9/4/2014 | 9/4/2017 | Network Solutions |

Schedule 1-1

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RECORDED: 06/12/2017

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