

900450294 05/11/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473543

| | |
|------------------------------|----------------------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|----------------------------------------|
| WD Encore Software LLC | | 11/09/2017 | Limited Liability Company: NEW YORK |

RECEIVING PARTY DATA

| | |
|---------------------------|-------------------------------------|
| Name: | Sereno Ventures LLC |
| Doing Business As: | Encore Software LLC |
| Street Address: | 1769 Hillsdale Ave #24544 |
| City: | San Jose |
| State/Country: | CALIFORNIA |
| Postal Code: | 95154 |
| Entity Type: | Limited Liability Company: Delaware |

PROPERTY NUMBERS Total: 57

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------------------|
| Registration Number: | 3965916 | ADVANTAGE |
| Registration Number: | 3895917 | A THOUSAND JOYS EMPOWER YOURSELF, TRANSF |
| Registration Number: | 4051841 | ELEMENTARY ADVANTAGE |
| Serial Number: | 87425251 | SHARKCAD PRO |
| Serial Number: | 87425256 | SHARKCAD |
| Serial Number: | 85137223 | ADVANTAGE |
| Serial Number: | 85137225 | ADVANTAGE |
| Serial Number: | 85140975 | ELEMENTARY ADVANTAGE |
| Registration Number: | 4239999 | MYSTERY MASTERS |
| Registration Number: | 3535430 | NAVARRE |
| Registration Number: | 3442455 | NAVARRE |
| Registration Number: | 3459430 | NAVARRE |
| Registration Number: | 3459429 | NAVARRE |
| Registration Number: | 3437863 | NAVARRE |
| Registration Number: | 3301629 | ENCORE |
| Registration Number: | 2772758 | ARCHITECTURAL SERIES |
| Registration Number: | 3962551 | PRECISIONPOINT |

OP: \$1440.00 3965916

| Property Type | Number | Word Mark |
|----------------------|----------|--------------------------------------|
| Registration Number: | 3588093 | SHARK |
| Registration Number: | 3473499 | 3D CUSTOM WORKSHOP |
| Registration Number: | 3578805 | VIVA MEDIA |
| Registration Number: | 3364472 | PUNCH! SOFTWARE |
| Registration Number: | 3493247 | LOGICCURSOR |
| Registration Number: | 3344894 | VIACAD |
| Registration Number: | 3047491 | ENCORE A NAVARRE CORPORATION COMPANY |
| Serial Number: | 85057524 | MYSTERY MASTERS |
| Serial Number: | 78728453 | NAVARRE |
| Serial Number: | 78728464 | NAVARRE |
| Serial Number: | 78728459 | NAVARRE |
| Serial Number: | 78728457 | NAVARRE |
| Serial Number: | 78728454 | NAVARRE |
| Serial Number: | 78197016 | ENCORE |
| Serial Number: | 78144584 | ARCHITECTURAL SERIES |
| Serial Number: | 77816215 | PRECISIONPOINT |
| Serial Number: | 77263073 | SHARK |
| Serial Number: | 77249904 | 3D CUSTOM WORKSHOP |
| Serial Number: | 77366153 | VIVA MEDIA |
| Serial Number: | 77083206 | PUNCH! SOFTWARE |
| Serial Number: | 77082034 | LOGICCURSOR |
| Serial Number: | 77051343 | VIACAD |
| Serial Number: | 76563730 | ENCORE A NAVARRE CORPORATION COMPANY |
| Registration Number: | 2387498 | HIGH SCHOOL ADVANTAGE |
| Registration Number: | 2374704 | SLOT CITY |
| Registration Number: | 2252216 | REALMODEL |
| Registration Number: | 2285409 | PUNCH! SOFTWARE |
| Registration Number: | 2007914 | ENCORE |
| Serial Number: | 75725427 | HIGH SCHOOL ADVANTAGE |
| Serial Number: | 75654870 | SLOT CITY |
| Serial Number: | 75557005 | REALMODEL |
| Serial Number: | 75557004 | PUNCH! SOFTWARE |
| Serial Number: | 74700386 | ENCORE |
| Registration Number: | 1862392 | 3D HOME ARCHITECT |
| Registration Number: | 5276834 | ROBOT ARENA |
| Registration Number: | 5241958 | GOLIATH |
| Serial Number: | 74464470 | 3D HOME ARCHITECT |
| Serial Number: | 86606111 | ROBOT ARENA |

| Property Type | Number | Word Mark |
|----------------|----------|-------------|
| Serial Number: | 86606123 | GOLIATH |
| Serial Number: | 86381973 | BUILDANAUTS |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 408-382-1568
Email: sgilani77@gmail.com
Correspondent Name: Syed Gilani
Address Line 1: PO Box 24544
Address Line 4: San Jose, CALIFORNIA 95154

| | |
|---------------------------|---------------|
| NAME OF SUBMITTER: | Syed Gilani |
| SIGNATURE: | /Syed Gilani/ |
| DATE SIGNED: | 05/11/2018 |

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of November 13, 2017, by and between WD Encore Software, LLC, a New York limited liability company, and WD Navarre Holdings, LLC, a New York limited liability company (collectively, "Seller"), and Sereno Ventures, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

WHEREAS, Seller and Assignee have entered into an Asset Purchase Agreement, dated as of November 9, 2017 (as may be amended or modified from time to time in accordance with its terms, the "Purchase Agreement"), pursuant to which Seller has agreed to sell, convey, assign, transfer and deliver to Assignee all of its right, title and interest in and to Purchased Assets, including the Trademarks set forth in Schedule A attached hereto, including all common law rights held by Seller with respect thereto and all goodwill associated with and appurtenant thereto (the "Assigned Trademarks"); and

WHEREAS, pursuant to the Purchase Agreement, Seller and Assignee have agreed to the assignment of the Assigned Trademarks by Seller to Assignee by entering into this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Seller does hereby sell, convey, assign, transfer and deliver to Assignee all of its right, title and interest in and to: (i) the Assigned Trademarks and all renewals and extensions thereof, and (ii) all benefits, privileges, causes of action and remedies relating thereto throughout the world, including, without limitation, all of its rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) claim priority under United States law or international convention, (c) bring actions and recover damages for past, present and future infringement or other violation thereof, and (d) grant licenses or other interests therein.

2. Recordation. Seller hereby authorizes the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Assigned Trademarks as assignee of its entire right, title and interest in, to and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. Further Assurances. Seller shall provide Assignee and its successors and assigns reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments or other documentation as may be reasonably required) as are reasonably requested in writing by Assignee to effect, register or maintain the rights assigned herein, including: (i) the preparation and prosecution by Assignee of any applications or registrations assigned herein and (ii) the prosecution or defense by Assignee of any interference, opposition, infringement or other proceeding that may arise in connection with any of the rights assigned herein.

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

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered an original instrument, but both of which shall be considered one and the same agreement, and shall become binding when both counterparts have been signed by each of the parties and delivered to Seller and Assignee.


6. Governing Law. This Assignment shall be governed by the laws of the state of Minnesota.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

ASSIGNOR:


WD NAVARRE HOLDINGS, LLC

By: 
Name: Patrick Lawton
Title: CEO

Acknowledged and Accepted:

ASSIGNEE:

SERENO VENTURES, LLC

By: 
Name: SVEO (LUMM)
Title: Member

Schedule A

Assigned Trademarks

| Mark | Country | App. No. | Reg. No. |
|-----------------------------------------|----------------|-----------------|-----------------|
| SHARKCAD PRO | United States | 87425251 | |
| SHARKCAD | United States | 87425256 | |
| ADVANTAGE | United States | 85137223 | 3965916 |
| ADVANTAGE | United States | 85137225 | 3695917 |
| ELEMENTARY ADVANTAGE | United States | 85140975 | 4051841 |
| MYSTERY MASTERS | United States | 85057524 | 4239999 |
| NAVARRE | United States | 78728453 | 3535430 |
| NAVARRE | United States | 78728464 | 3442455 |
| NAVARRE | United States | 78728459 | 3459430 |
| NAVARRE | United States | 78728457 | 3459429 |
| NAVARRE | United States | 78728454 | 3437863 |
| ENCORE | United States | 78197016 | 3301629 |
| ARCHITECTURAL SERIES | United States | 78144584 | 2772758 |
| PRECISIONPOINT | United States | 77816215 | 3962551 |
| SHARK | United States | 77263073 | 3588093 |
| 3D CUSTOM WORKSHOP | United States | 77249904 | 3473499 |
| VIVA MEDIA | United States | 77366153 | 3578805 |
| PUNCH! SOFTWARE | United States | 77083206 | 3364472 |
| LOGICCURSOR | United States | 77082034 | 3493247 |
| VIACAD | United States | 77051343 | 3344894 |
| ENCORE A NAVARRE CORPORATION COMPANY | United States | 76563730 | 3047491 |
| HIGH SCHOOL ADVANTAGE | United States | 75725427 | 2387498 |
| SLOT CITY | United States | 75654870 | 2374704 |
| REALMODEL | United States | 75557005 | 2252216 |
| PUNCH! SOFTWARE | United States | 75557004 | 2285409 |
| ENCORE | United States | 74700386 | 2007914 |

| Mark | Country | App. No. | Reg. No. |
|-----------------------------------------------------|----------------|-----------------|-----------------|
| 3D HOME ARCHITECT | United States | 74464470 | 1862392 |
| ROBOT ARENA | United States | 86606111 | 5276834 |
| GOLIATH | United States | 86606123 | 5241958 |
| BUILDANAUTS | United States | 86381973 | |
| ENCORE SOFTWARE | Australia | 855193 | 855193 |
| ENCORE SOFTWARE | Canada | 1080451 | TMA 569560 |
| ENCORE A NAVARRE CORPORATION COMPANY & DESIGN | Canada | 1378081 | TMA 756935 |
| NAVARRE | Canada | 1296877 | TMA 793956 |
| FUN & SKILLS PACK | Canada | 1489017 | TMA 802815 |
| ENCORE EDUCATION & DESIGN | Canada | 1080270 | TMA 569093 |
| ENCORE EDUCATION | Canada | 1080271 | TMA 569585 |
| NAVARRE design | Canada | 1296878 | TMA 793957 |
| ENCORE SOFTWARE & DESIGN | Canada | 1080442 | TMA 577205 |