

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485642

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
SERVICE SOFTWARE, L.L.C.		12/22/2007	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	SS ACQUISITION SUB, INC.		
Street Address:	545 Washington Boulevard		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07310		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3486896	PUNCHLIST MANAGER	
Registration Number:	5501071	PUNCHLIST MANAGER.NET	
CORRESPONDENCE DATA			
Fax Number:	9736247070		
<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:	973-622-4444		
Email:	mfriscia@mccarter.com, kknoll@mccarter.com		
Correspondent Name:	Michael Friscia		
Address Line 1:	MCCARTER & ENGLISH, LLP		
Address Line 2:	100 Mulberry Street, Four Gateway Center		
Address Line 4:	NEWARK, NEW JERSEY 07102		
ATTORNEY DOCKET NUMBER:	097171-00012		
NAME OF SUBMITTER:	MICHAEL R. FRISCIA		
SIGNATURE:	/Michael R. Friscia/		
DATE SIGNED:	08/10/2018		
Total Attachments: 5			
source=Assignment of Trademarks Service Software LLC (Colorado LLC) to SS ACQUISITION SUB, INC. (DE			

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ASSIGNMENT OF TRADEMARKS

Dated December 22, 2017

BE IT KNOWN BY THESE PRESENTS THAT:

WHEREAS, SERVICE SOFTWARE, L.L.C., a limited liability company formed under the laws of the State of Colorado (the "**Assignor**"), having a principal place of business at 7991 Shaffer Parkway, Suite 300, Littleton, Colorado, owns the respective trademarks, service marks, logos, designs, slogans, trade dress, trade names and brand names set forth on **Schedule 1** attached hereto (the "**Marks**"); and

WHEREAS, SS ACQUISITION SUB, INC., a Delaware corporation (the "**Assignee**"), having a principal place of business at 545 Washington Boulevard, Jersey City, NJ 07310, is desirous of acquiring all of the Assignor's right, title and interest in and to the Marks and any registrations and applications therefor in the United States and foreign countries, together with all of the goodwill of the Business associated with the use of and symbolized by the Marks;

NOW, THEREFORE, in consideration of the Purchase Price and for other good and valuable consideration as more particularly described in that certain Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement) by and among, inter alia, the Assignor and the Assignee (none of the provisions of which shall be deemed to be modified, limited or amended hereby), the receipt and sufficiency of which the Assignor hereby acknowledges, the Assignor does hereby sell, assign and transfer unto the Assignee, its successors and assigns, its entire right, title and interest in and to (i) the Marks together with the goodwill of the Business associated therewith, and any United States and foreign registrations and applications therefor and (ii) all rights of Assignor with respect to all other trademarks, service marks, logos, designs, slogans, trade dress, trade names and brand names used in connection with the Business, together with all of the Assignor's goodwill of the Business associated with the use of and symbolized by the foregoing, and (iii) all claims for damages by reason of past, present, and future infringement of the rights assigned under this Assignment, with the right to sue for and collect the same for the Assignee's own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives, as fully and entirely as if the same would have been held and enjoyed by the Assignor if this transfer to the Assignee had not been made;

AND the Assignor, for the consideration aforesaid, hereby covenants and agrees to and with the Assignee, its successors and assigns, that the Assignor, its successors and assigns, shall and will do all lawful acts and things and make, execute and deliver any and all other instruments in writing, further applications, any necessary powers of attorney, papers, affidavits, assignments, and other documents which, in the reasonable opinion of counsel to the Assignee, its successors and assigns may be required or necessary to more effectively secure and vest in the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Marks and/or all of the rights, titles, benefits, privileges, and advantages hereby sold, assigned, transferred and conveyed;

AND the Assignor hereby constitutes and appoints the Assignee, its successors and assigns, the true and lawful attorney of the Assignor, with full power of substitution, in the name and on behalf of the Assignor but for the benefit of the Assignee, to institute and prosecute all proceedings that the Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Marks hereby sold and transferred, or to defend or compromise any suit, action, arbitration, legal, administrative or regulatory proceeding, in respect of any of said Marks, and to take all such action in relation thereto as the Assignee shall deem advisable; the Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are not revocable by the Assignor for any reason; the Assignee shall retain for its own account any amount collected as a result of any action taken pursuant to the foregoing powers; and the rights of the Assignee to act in the name and on behalf of the Assignor as set forth in this paragraph are subject to prior notice from the Assignee to the Assignor of the Assignee's intent to exercise such rights;

AND the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein;

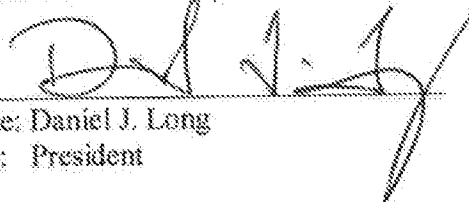
AND this instrument shall be governed by and interpreted under the laws of the State of New York applicable to contracts made and to be performed entirely within that State without giving effect to the principles of conflicts of laws thereof;

AND this instrument and all of its terms shall inure to the benefit of and shall bind the Assignor and the Assignee and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

SERVICE SOFTWARE, L.L.C.

By: 
Name: Daniel J. Long
Title: President

[Assignment of Trademarks]

TRADEMARK
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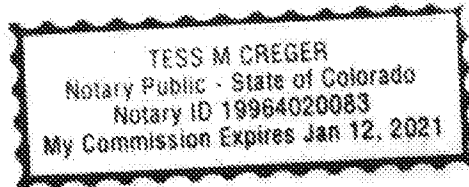
STATE OF COLORADO)
)
) ss:
COUNTY OF Jefferson)

Personally appeared before me, Tess M. Creger, a Notary Public in and for said County and State, Daniel J. Long, with whom I am personally acquainted and who acknowledged that he is the President of Service Software, L.L.C., and that he executed the foregoing instrument on behalf of Service Software, L.L.C. as the free act and deed of Service Software, L.L.C. by order of the members of said company.

WITNESS my hand and seal this 22nd day of December, 2017.

My Commission Expires 01-12-2021

Tess M. Creger
Notary Public



[Assignment of Trademarks]

TRADEMARK
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Schedule 1

U.S. TRADEMARK REGISTRATIONS:

1. PUNCHLIST MANAGER, Registration No. 3,486,896, registered August 19, 2008 with the U.S. Patent and Trademark Office ("USPTO").

FOREIGN TRADEMARK REGISTRATIONS:

None.

PENDING U.S. TRADEMARK APPLICATIONS:

1. PUNCHLIST MANAGER.NET, Serial No. 87589506, filed August 30, 2017 with the USPTO.

PENDING FOREIGN TRADEMARK APPLICATIONS:

None.

COMMON LAW TRADEMARKS, TRADENAMES, SERVICE MARKS:

1. PUNCHLIST MANAGER.NET
2. RESTORATION MANAGER
3. RESTORATION MANAGER.NET
4. INSPECTION MANAGER
5. INSPECTION MANAGER.NET
6. Intuitive Mobile
7. Intuitive Inspections
8. Mobile Manager
9. ManageIT Mobile
10. Service Software Inc