

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The TerrAlign Group, Inc.		11/27/2018	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	MapAnything, Inc.		
Street Address:	5200 77 Center Drive, Suite 400		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28217		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2624693	TERRALIGN	
Registration Number:	4575872	EMAP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7048370055		
Email:	docket@chrisclark.law		
Correspondent Name:	C. Christopher Clark		
Address Line 1:	222 South Church Street		
Address Line 2:	Suite 100		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Yelizaveta K. Leah		
SIGNATURE:	/Yelizaveta K. Leah/		
DATE SIGNED:	12/14/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of November 27, 2018 (the "Effective Date") and is between MapAnything, Inc., a Delaware corporation ("Assignee") and The TerrAlign Group, Inc. a Virginia corporation ("Assignor").

Assignor is the owner of the marks shown on Schedule A (the "Marks"). Assignor and Assignee have entered into an Asset Purchase Agreement dated November 27, 2018 (the "Agreement"), under which Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith. Therefore, in consideration of the premises and the mutual covenants and agreements contained in this Assignment, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest in, to, and under the Marks, as used in connection with the goods and services listed in the registrations on Schedule A, and in and to the goodwill associated with the Marks for Assignee's own use and benefit and for the use and benefit of its successors, assigns, or other legal representatives, together with all claims for damages for past infringement of said Marks, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns, and other legal representatives.

2. Miscellaneous. This Assignment may be executed in one or more counterparts, each of which shall be an original but all of which shall constitute one instrument. Facsimile and pdf e-mail signatures shall have the same legal effect as manual signatures. If any provision contained in this Assignment shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not invalidate this entire Assignment. Such provision shall be deemed to be modified to the extent necessary to render it valid and enforceable, and if no such modification shall render it valid or enforceable, then this Assignment shall be construed as if not containing such provision.

The parties hereto have caused this Assignment to be executed as of the Effective Date.

ASSIGNOR: A. Brown, III

ASSIGNEE: R. J. ASZ

The TerrAlign Group, Inc.

MapAnything, Inc.

TRADEMARK

SCHEDULE A

TRADEMARK	Country or State	Name of Current Registrant	Date of Registration	Date of Filing	Ser. No./ Reg. No.
TERRALIGN	US	The TerrAlign Group, Inc.	09/24/2002	10/26/2001	76/330,610/ 2,624,693
EMAP	US	The TerrAlign Group, Inc.	07/29/2014	01/06/2014	86/158,372/ 4,575,872

TRADEMARK

TITLE	TerrAlign Trademark Assignment
FILE NAME	TM Assignment TerrAlign.docx
DOCUMENT ID	30a322d297e4d89b2afba9810c066545b4efcba5
STATUS	✳ Completed

Document History



SENT

12/10/2018
19:59:08 UTC

Sent for signature to Richard J. Holmes, Corporate Secretary, Map Anything (rholmes@mapanything.com) and James A. Brown, III, President, TerrAlign (jim@8thbell.com) from chris@chrisclark.law
IP: 108.235.203.80



VIEWED

12/10/2018
20:23:03 UTC

Viewed by James A. Brown, III, President, TerrAlign (jim@8thbell.com)
IP: 173.79.111.139



VIEWED

12/10/2018
21:54:48 UTC

Viewed by Richard J. Holmes, Corporate Secretary, Map Anything (rholmes@mapanything.com)
IP: 8.46.73.68



SIGNED

12/10/2018
21:55:28 UTC

Signed by Richard J. Holmes, Corporate Secretary, Map Anything (rholmes@mapanything.com)
IP: 8.46.73.68



SIGNED

12/12/2018
22:13:46 UTC

Signed by James A. Brown, III, President, TerrAlign (jim@8thbell.com)
IP: 173.79.111.139



COMPLETED

12/12/2018
22:13:46 UTC

The document has been completed.