

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509295

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WebPark, Inc.		02/28/2014	Corporation:
RECEIVING PARTY DATA			
Name:	Lanier Parking Holdings, Inc.		
Street Address:	233 Peachtree Street, NE		
Internal Address:	2600 Harris Tower		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4207365	WEBPARK	
CORRESPONDENCE DATA			
Fax Number:	7136582553		
<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:	7136581818		
Email:	Trademarks@chamberlainlaw.com		
Correspondent Name:	Chamberlain Hrdlicka		
Address Line 1:	1200 Smith St., 14th floor		
Address Line 4:	Houston, TEXAS 77002		
ATTORNEY DOCKET NUMBER:	100290-1002US		
NAME OF SUBMITTER:	Jessica Greeney, IP Paralegal		
SIGNATURE:	/Jessica Greeney/		
DATE SIGNED:	02/08/2019		
Total Attachments: 4			
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CH \$40.00 4207365

Assignment Agreement

This Assignment Agreement (the "**Agreement**") is entered into this day of February 28, 2014 between Lanier Parking Holdings, Inc., with offices at 233 Peachtree Street, NE, 2600 Harris Tower, Atlanta, Georgia 30303 ("**Lanier**") and WebPark, Inc., with offices at 233 Peachtree Street, NE, 2600 Harris Tower, Atlanta, Georgia 30303 ("**WebPark**").

Background

WebPark and Lanier have entered into that Asset Purchase Agreement dated as the date hereof, whereby WebPark has agreed to sell to Lanier all of its assets and as part of WebPark's obligations under the Asset Purchase Agreement, WebPark and Lanier desire that all rights, title and interest, including all Intellectual Property Rights, be assigned to and owned by Lanier.

Now, therefore, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Assignment.** In accordance with the terms set forth below, WebPark hereby transfers, sells, and assigns to Lanier all rights, title and interest in any intellectual property or other proprietary rights, including all software and any rights existing from time to time under copyright law, patent law, trademark law, trade secret law, confidential information law, and other intellectual property or proprietary rights under the laws of each relevant jurisdiction (collectively, "**Intellectual Property Rights**"):

(a) **Assignment of Trademarks.** WebPark, intending to be legally bound, does hereby sell, transfer, convey, assign, and deliver to Lanier and Lanier accepts all right, title, and interest of WebPark in and to (i) the trademarks set forth as part of the Intellectual Property Rights; (ii) the registrations and applications for registrations thereof; (iii) all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation thereof; and (iv) the goodwill of the business connected with the use thereof and symbolized thereby.

(b) **Assignment of Copyrights.** WebPark, intending to be legally bound, does hereby sell, transfer, convey, assign, and deliver to Lanier and Lanier accepts all right, title, and interest of WebPark in and to (i) the copyrights set forth as part of the Intellectual Property Rights; (ii) the registrations, applications for registrations thereof, and any extensions and renewals thereof; (iii) all works upon which the copyrights set forth as the Intellectual Property Rights are based (the "**Works**"); (iv) all other works based upon, derived from, or incorporating the Works; (v) all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation thereof; and (vi) the goodwill of the business connected with the use thereof and associated therewith.

(c) **Assignment of Patents.** WebPark, intending to be legally bound, does hereby sell, assign and transfer to Lanier the entire right, title and interest, for the United States of America, its territories and possessions, and for all foreign countries, in all inventions, including those which are the subject of the identified patent applications in the Intellectual Property Rights, including said patent application, all divisions and continuations thereof, all rights to claim priority based thereon, all rights to file foreign applications on said invention, and all letters patent and reissues thereof, issuing for said invention in the

It is agreed that WebPark be legally bound, upon the reasonable request of Lanier, or its successors or permitted assigns or a legal representative thereof, to supply all information and evidence of which WebPark has knowledge or possession, relating to the making and practice of said inventions assigned, to testify in any legal proceeding relating thereto (at SPA Buyer's sole cost and expense), to execute all instruments proper to patent the invention in the United States of America and foreign countries in the name of Lanier, and to execute all instruments proper to carry out the intent of this instrument.

(d) Assignment of Other Intellectual Property. WebPark, intending to be legally bound, does hereby sell, transfer, convey, assign, and deliver to Lanier and Lanier accepts all right, title, and interest of WebPark in and to all intellectual property not previously described herein that is currently owned by and used primarily in connection with its business, including, without limitation, any and all inventions, discoveries, domain names and registrations therefor, registered and unregistered trademarks and services marks and all goodwill associated therewith, registered and unregistered copyrights (including without limitation databases and other compilations of information), confidential information, trade secrets and know-how, including manufacturing methods, processes, schematics, business methods, formulae, and computer software programs, and all other intellectual property and proprietary rights, and the goodwill associated therewith.

2. Representations and Warranties. WebPark represents and warrants to Lanier that:

(a) it is the sole owner of all rights, title and interest in and to the Intellectual Property Rights;

(b) WebPark has not assigned or transferred any rights to any Intellectual Property Rights, to any third party;

(c) (i) it is duly organized and in good standing under all applicable law; (ii) it has all rights and authority to enter into this Agreement and to perform hereunder; and (iii) the execution and performance of this Agreement does not and will not conflict or interfere with or violate any other agreement or understanding with any third party.

3. Additional Documents. WebPark agrees to execute and deliver to Lanier such other instruments and documents as may be reasonably requested by Lanier to effect or confirm the assignment set out herein and the intent of this Agreement, including, without limitation, any patent, trademark or copyright registrations or assignment of patents, trademarks or copyrights to be registered with the U.S. Patent and Trademark Office or the U.S. Copyright Office.

5. Choice of Law. This Agreement will be construed and governed in accordance with the laws of the State of Georgia, without regard to any applicable conflict of law provisions. Any action arising out of or related to this Agreement will be brought in a court of law of competent jurisdiction in Atlanta, Georgia and the parties consent to the jurisdiction of said courts.

6. Severability and Waiver. If a court of competent jurisdiction determines any portion of this Agreement to be invalid, such provision will be severed and the remaining portion of this Agreement will remain in full force and effect. No failure on the part of WebPark to exercise any right, remedy, power or privilege under this Agreement will operate as a waiver of such right, remedy, power or privilege.

7. Notice. All notices given pursuant to this Agreement will be in writing and sent by

confirmed facsimile or courier service with receipt acknowledged. All notices must be sent to the addresses of each party set forth in the first paragraph of this Agreement or to such other addresses as may be designated by a party in writing.

8. Miscellaneous. This Agreement, including Exhibits, contains the entire agreement between the parties regarding the subject matter hereof and supersedes all other agreements between the parties relating thereto. Except as amended by the express provisions of this Agreement, the Original Contract shall remain in full force and effect in accordance with their terms. This Agreement is binding upon and inures to the benefit of the parties and their successors and permitted assigns. This Agreement may not be modified in any manner except in a written instrument executed by duly authorized representatives of each party. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Lanier:

Lanier Parking Holdings, Inc.

By: 

Name: J. Michael Robison

Title: Chief Executive Officer

WebPark:

WebPark, Inc.

By: 

Name: J. Michael Robison

Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]