

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PivotDesk LLC		11/21/2018	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	PivotDesk Acquisition LLC		
Street Address:	874 Walker Road, Suite C		
Internal Address:	Suite C		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4398943	PIVOTDESK	
Registration Number:	4398944	PIVOTDESK	
Registration Number:	4391045	PIVOTDESK	
Registration Number:	4391046	PIVOTDESK	
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:	7138271722		
Email:	tchheda@selmanmunson.com		
Correspondent Name:	Tim D. Chheda		
Address Line 1:	9821 Katy Freeway, Ste. 875		
Address Line 2:	Ste. 875		
Address Line 4:	Houston, TEXAS 77024		
NAME OF SUBMITTER:	Tim D. Chheda		
SIGNATURE:	/Tim D. Chheda/		
DATE SIGNED:	09/18/2019		
Total Attachments: 8			

OP \$115.00 4398943

source=IP_Assignment_Executed#page1.tif
source=IP_Assignment_Executed#page2.tif
source=IP_Assignment_Executed#page3.tif
source=IP_Assignment_Executed#page4.tif
source=IP_Assignment_Executed#page5.tif
source=IP_Assignment_Executed#page6.tif
source=IP_Assignment_Executed#page7.tif
source=IP_Assignment_Executed#page8.tif

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of November 21, 2018 (the "Effective Date") by and between PivotDesk LLC, a Michigan limited liability company (hereinafter "Assignor"), and PivotDesk Acquisition LLC, a Delaware limited liability company (hereinafter "Assignee"), as follows:

BACKGROUND

A. Assignor is the owner of Intellectual Property, including but not limited to, those described in Schedule 1 attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby and appurtenant thereto.

B. "Intellectual Property" means all technology and intellectual property, regardless of form, including without limitation: (i) United States and foreign patents, trademarks, copyrights and mask works, registrations and applications therefore, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (ii) published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, mask works, and sound recordings, (iii) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation, logos, product designs, and product features, (iv) inventions and discoveries, including without limitation, articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items, (v) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation, algorithms, customer lists, ideas, concepts, designs, formulas, know-how, show-how, methods, processes, programs, prototypes, systems, and techniques, (vi) all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, and (vii) licenses in or to any of the foregoing.

C. Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of Assignor's worldwide rights, titles, and interests in and to Assignor's Intellectual Property including but not limited to those described in Schedule 1.

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

AGREEMENT

Section 1.

ASSIGNMENT OF INTELLECTUAL PROPERTY

1.1 Grant of Intellectual Property. Assignor hereby irrevocably conveys, transfers, assigns, delivers, and contributes to Assignee and its successors and assigns all of Assignor's worldwide rights, titles, and interests in and to:

(a) all of Assignor's Intellectual Property, including but not limited to, those described in Schedule 1 together with (i) past, present, and future applications and registrations thereto; (ii) the goodwill of the business of Assignor symbolized thereby and appurtenant thereto; (iii) all past, present, and future income, royalties, and damages hereafter due or payable to Assignor with respect to the Intellectual Property, including without limitation, damages, and payments for past or future infringements, misappropriations, and other unauthorized uses of the Intellectual Property; and (iv) all rights to sue for past, present, and future infringements, misappropriations, or other unauthorized uses of the Intellectual Property; and

Assignor covenants to take all reasonable action necessary to assist Assignee in effecting the foregoing assignment and transfer. Assignor does hereby authorize and request the United States Patent and Trademark Office, the United States Copyright Office, and any official of any country or countries foreign to the United States, whose duty it is to issue or register intellectual property or other evidence or forms of property protection, to issue, register, or record the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Section 2.

REPRESENTATIONS, WARRANTIES, AND COVENANTS

2.1 Representations. Assignor represents, warrants, and covenants to Assignee that:

- (a) Assignor is the owner of the Intellectual Property;
- (b) to the best of Assignor's knowledge, no other person or entity has any claim to any rights, titles, or interests in or to the Intellectual Property.

2.2 Future Acts. Assignor acknowledges that the continuing goodwill symbolized by the Intellectual Property is critical to Assignee, and that it is critical to Assignee that such goodwill be protected and enhanced. Accordingly, toward that end, Assignor agrees that it shall not:

- (a) attack or challenge (i) Assignee's worldwide rights, titles, or interests in and to the Intellectual Property, and (ii) the validity of any of the Intellectual Property;
- (b) intentionally do or cause to be done or omit to do anything, the doing, causing, or omitting of which would contest or in any way impair or tend to impair the rights of Assignee in the Intellectual Property;
- (c) apply to register or maintain any application or registration of the Intellectual Property, or any marks or names confusingly similar thereto, in any jurisdiction, domestic or foreign;

(d) use the Intellectual Property (or any trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of any of the Intellectual Property) including, without limitation, as a mark, corporate name, or trade name; or

(e) take any action that would tend to destroy or diminish the goodwill in the Intellectual Property.

Section 3. FURTHER ASSURANCES

3.1 Further Assurances. Assignee will request the Commissioner of Patent and Trademarks or the Copyright Registrar to issue in Assignee's or its nominee's name all certificates of registration for the Intellectual Property. Assignor shall execute, acknowledge and deliver such further instruments and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of, or the validity and enforceability of, the Intellectual Property. Assignor therefore agrees to execute, acknowledge, and deliver any other affidavits or documents of assignment and conveyance regarding the Intellectual Property; cooperate fully with Assignee in any action, proceeding or other effort affecting the rights, titles, or interests of Assignee in the Intellectual Property, including without limitation, providing such information, affidavits and testimony as Assignee may require; and perform any other acts deemed necessary to carry out the intent of this Agreement at Assignee's cost.

Section 4. MISCELLANEOUS

4.1 Governing Law; Venue; Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, without reference to conflicts of law principles. Jurisdiction and venue for all disputes arising under this Agreement shall be in the state and federal courts residing in New York County, New York, and in accordance with the dispute resolution terms of that certain Purchase Agreement dated as of the date hereof by and among the Assignor and its parent entity, Industrious National Management Company LLC, a Delaware limited liability company and the Assignee (the "Purchase Agreement").

4.2 Terms of Purchase Agreement. This Agreement made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the Schedules thereto). Assignor and Assignee hereby agree and acknowledge that the execution and delivery of this Bill of Sale shall not expand, impair, supersede, modify, limit, extend, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities contained in the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4.3 Assignment. The rights and liabilities of the parties under this Agreement will bind and inure to the benefit of the parties' respective successors, permitted assigns, executors and administrators, as the case may be. Assignor may not assign, delegate, or otherwise transfer

this Agreement, any part thereof, or any rights thereunder, without the prior express written consent of Assignee. Any attempted assignment or delegation without such consent will be void.

4.4 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

4.5 Severability. If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations arising under such provision, it being the specific intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the minimum extent necessary to make it legal and enforceable while preserving its intent. It is the specific intent and request of the parties that the court or other adjudicative body called upon to interpret or enforce this Agreement, modify such provision to the minimum extent necessary so as to render it enforceable. If such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor. If the remainder of this Agreement is not affected by such declaration or finding and is capable of substantial performance by the parties, then the remainder shall be enforced to the extent permitted by law.

4.6 No Bias. This Agreement shall be interpreted as written and negotiated jointly by the parties. It shall not be strictly construed against either party, regardless of the actual drafter of the Agreement.

4.7 Headings. The section headings appearing in this Agreement have been inserted as a matter of convenience and in no way define, limit or enlarge the scope of this Agreement or any of the Sections thereto.

4.8 Waiver. The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different provision.

4.9 Survival of Representations. The representations made in this Agreement shall survive its execution.

[Signature pages will follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the Effective Date.

ASSIGNOR:

PIVOTDESK LLC,
a Michigan limited liability company

By: 

Its: ~~President~~ *Director of Business Ops*

ASSIGNEE:

PIVOTDESK ACQUISITION LLC,
a Delaware limited liability company

By: _____

Its: _____

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, effective as of the Effective Date.

ASSIGNOR:

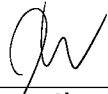
PIVOTDESK LLC,
a Michigan limited liability company

By: _____

Its: President

ASSIGNEE:

PIVOTDESK ACQUISITION LLC,
a Delaware limited liability company

By:  _____

Jonathan Wasserstrum
Its: CEO

Schedule 1

NON-EXHAUSTIVE LIST OF INTELLECTUAL PROPERTY

Trademarks or Service Marks

Name	Reg. No.
1. PivotDesk logo mark class 35	4,398,943
2. PivotDesk logo mark class 36	4,398,944
3. PivotDesk standard character mark class 35	4,391,045
4. PivotDesk standard character mark class 36	4,391,046