

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553668

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900513288		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CFM Inc.		04/22/2019	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rentsch In Works, LLC		
<b>Street Address:</b>	4120 Sequoia Trail West		
<b>City:</b>	Georgetown		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78628		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1879589	TEAMFLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5123200601		
<b>Email:</b>	stephen@rwrlegal.com		
<b>Correspondent Name:</b>	Stephen Aguilar		
<b>Address Line 1:</b>	620 Congress Ave.		
<b>Address Line 2:</b>	Suite 320		
<b>Address Line 4:</b>	Austin, TEXAS 78701		
<b>NAME OF SUBMITTER:</b>	Stephen A. Aguilar		
<b>SIGNATURE:</b>	/Stephen A. Aguilar/		
<b>DATE SIGNED:</b>	12/17/2019		
<b>Total Attachments: 4</b>			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of November 25, 2019, is made by Ronald Cordes, an individual resident of the State of Massachusetts, having an address at 3 Jeffrey Circle, Bedford, MA 01730 ("Seller"), in favor of Rentsch In Works, LLC, a Texas limited liability company having its principal place of business at 4120 Sequoia Trail West, Georgetown, TX 78628 ("Buyer"), the purchaser of certain assets of Seller pursuant to a Software Acquisition Agreement between Buyer and Seller, dated as of April 22, 2019 (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, CFM Inc., a Massachusetts corporation ("CFM"), is the owner of U.S. trademark registration number 1879589;

WHEREAS, CFM was voluntarily dissolved by the Seller on or about February 15, 2017;

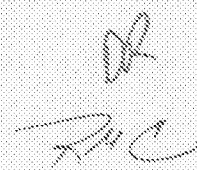
WHEREAS, as a result of the dissolution, CFM's assets and liabilities were distributed to the Seller, its sole shareholder and the beneficial owner of the Trademark;

WHEREAS, the Buyer is desirous of acquiring said trademark registration number 1879589;

NOW THEREFORE, for good and valuable consideration, the Seller hereby assigns the entire interest and goodwill of the business to:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned IP"):

(a) United States trademark registration for TEAMFLOW, U.S. Reg. No. 1879589, registration date of February 21, 1995, and all issuances, extensions, and renewals thereof (the "Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark;



(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) subject to the terms and conditions of the Purchase Agreement, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but 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. Seller Representation and Warranties. Seller represents and warrants: i) he is the sole and beneficial owner of, and owns all the rights and interest in, the assets and liabilities previously held in the name of CFM Inc., a dissolved Massachusetts entity; ii) he is the sole and beneficial owner of, and owns all the rights and interests in, the Assigned IP, including the Trademark; iii) so far as Seller is aware, all the Assigned IP is valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned IP; iv) so far as Seller is aware, exploitation of the Assigned IP will not infringe the rights of any third party; and v) the Trademark is free from any encumbrance, security interest, option, mortgage, charge or lien.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP

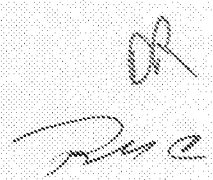
OR  
[Handwritten signature]

Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

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

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

<<Signature Page Follows>>

A handwritten signature in black ink, appearing to be "RUC" with a stylized flourish above it.

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.


SELLER:



Ronald Cordes

AGREED TO AND ACCEPTED:

Rentsch In Works, LLC

By: 

Name: David Rentschler

Title: President