

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564659

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reliabil Solutions, LLC		02/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Reliabil, LLC		
Street Address:	5963 Liberty Exchange Drive		
Internal Address:	Suite 114		
City:	Sykesville		
State/Country:	MARYLAND		
Postal Code:	21784		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5264761	RELIABIL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	5184877777		
<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:	5184877643		
Email:	cbartini@woh.com		
Correspondent Name:	Colleen Bartini		
Address Line 1:	Whiteman Osterman One Commerce Plza		
Address Line 2:	One Commerce Plaza		
Address Line 4:	Albany, NEW YORK 12260		
NAME OF SUBMITTER:	Colleen Bartini		
SIGNATURE:	/Colleen Bartini/		
DATE SIGNED:	03/02/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”) is made as of February 28, 2020, by and between **RELIABILL SOLUTIONS, LLC.**, a Delaware Limited Liability Company (“**Assignor**”), and **RELIABILL, LLC**, a Delaware limited liability company (the “**Assignee**”).

WITNESSETH:

WHEREAS, Assignor owns the trademarks and service marks listed on Schedule A attached hereto (the “**Trademarks**”) that are registered with the United States Patent and Trademark Office and/or the Florida Department of State, Division of Corporations;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as February 28, 2020 (the “**Purchase Agreement**”), by and among Assignor, Jeffrey Fiorentino, and Assignee, Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademarks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignor hereby sells, assigns, and conveys to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registration and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom.

3. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office and/or the Florida Department of State to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or

Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

ASSIGNOR:

RELIABILL SOLUTIONS, LLC

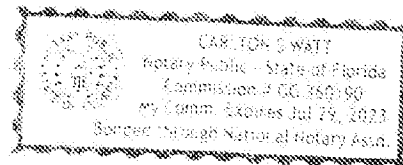
By: [Signature]
Name: Tracy Lamb
Title: Chief Executive Officer

State of Florida)
County of Palm Beach)

Then personally appeared TRACY LAMB, the Assignor of the above named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 28 of February, 2020.

Carlton J. Watt
Notary Public 66360190

My commission expires: 7/29/2023



ASSIGNEE:

RELIABILL, LLC

By: 

Name: Stephen Grubbs

Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

SCHEDULE A
TO
TRADEMARK/SERVICE MARK ASSIGNMENT

USPTO Registered Mark

Trademark / Service mark	Registration No.	Serial No.	Date of Registration
RELIABILL SOLUTIONS	5264761	87277036	August 15, 2017

Florida Registered Mark

Trademark / Service mark	Document No.	Date of Registration
ReliaBill Solutions	T16000000729	August 1, 2016