

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598633

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pragmatic Works Software, Inc.		08/28/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pragmatic Works Training, Inc.		
<b>Street Address:</b>	1845 Towncenter Boulevard, Suite 505		
<b>City:</b>	Fleming Island		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32003		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5350469	PRAGMATIC WORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9045671066		
<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>	9046381164		
<b>Email:</b>	tanya@rezlegal.com		
<b>Correspondent Name:</b>	Tanya G. Foreman, Esq.		
<b>Address Line 1:</b>	816 A1A North, Suite 204		
<b>Address Line 4:</b>	Ponte Vedra Beach, FLORIDA 32082		
<b>NAME OF SUBMITTER:</b>	Tanya G. Foreman		
<b>SIGNATURE:</b>	/Tanya G. Foreman/		
<b>DATE SIGNED:</b>	09/21/2020		
<b>Total Attachments: 4</b>			
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source=FULLY EXECUTED Trademark Assignment (PWS to PWT) Registration No. 5350469#page2.tif			
source=FULLY EXECUTED Trademark Assignment (PWS to PWT) Registration No. 5350469#page3.tif			
source=FULLY EXECUTED Trademark Assignment (PWS to PWT) Registration No. 5350469#page4.tif			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of the [ 8/29/2020 ] (the "Effective Date") by and between PRAGMATIC WORKS SOFTWARE, INC., a Florida corporation ("Assignor"), and PRAGMATIC WORKS TRAINING, INC., a Florida corporation ("Assignee"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Trademark License (as defined below).

### RECITALS

WHEREAS, Assignor owns the entire right, title and interest in the trademark "PRAGMATIC WORKS," which has been registered with the United States Patent and Trademark Office ("USPTO") under Registration Number 5,350,469 (the "Trademark"), along with the registrations, applications and all common law rights related thereto and all goodwill associated therewith;

WHEREAS, Assignor, Assignee and Pragmatic Works Consulting, Inc., a Florida corporation ("PWC"), entered into that certain Trademark License Agreement, effective as of April 27, 2018 (the "Trademark License"), pursuant to which Assignor granted a license to use the Trademark to Assignee and PWC;

WHEREAS, Assignor, Assignee, and PWC have terminated the Trademark License by that certain Trademark License Termination and Release Agreement, effective as of the Effective Date (the "Trademark License Termination Agreement");

WHEREAS, Assignee continues to use the Trademark and wishes to acquire the rights to the Trademark, and Assignor has agreed to execute this Assignment in order to convey, transfer, assign, deliver and contribute to Assignee and its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Trademark; and

WHEREAS, Assignee shall file or cause to be filed with the USPTO, at its own cost and expense, all forms and applications necessary to evidence Assignor's conveyance of the Trademark to Assignee.

### AGREEMENT

NOW, THEREFORE, in exchange for the consideration in the Trademark License Termination Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer and Assignment. Assignor irrevocably conveys, transfers, assigns, delivers and contributes to Assignee: (i) all of Assignor's right, title and interest of whatever kind in and to the Trademark in the United States and all jurisdictions outside the United States; (ii) all goodwill symbolized by the Trademark (including, without limitation, the right to renew any registrations included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority rights that may arise for the Trademark); (iii) all rights to sue for and recover damages and profits

based on any past, present or future infringement and/or dilution of any of Assignor's rights in or to the Trademark or injury to the goodwill associated with the Trademark, whether known or unknown, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made; and (iv) any and all rights associated with the foregoing.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, reasonably necessary to vest in Assignee all right, title and interest in and to the Trademark, and to enable such right, title and interest to be recorded in the USPTO and any other appropriate governmental authority or agency of the United States or any other nation. Assignor understands that Assignee is conducting activities in express reliance on the foregoing and represents and warrants that Assignor is free to grant the rights set forth in this Assignment.

3. Counterparts. This Assignment may be executed in one (1) or more counterparts, each of which shall be deemed an original copy and all of which together will constitute one and the same instrument.

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

5. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto.

6. Jurisdiction, Venue and Governing Law. The parties agree that jurisdiction in the event of any disputes under this Assignment shall be in the courts of the State of Florida and venue shall be in Duval County, Florida. Florida Law shall govern this Assignment.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed by its respective officer thereunto duly authorized effective as of the Effective Date.

**ASSIGNOR:**

**PRAGMATIC WORKS SOFTWARE, INC.,** a Florida corporation

By: [Signature]  
Name: Robert J. Potter  
Title: CEO

*Massachusetts*  
**STATE OF FLORIDA**

**COUNTY OF** Walden

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of September, 2020, by ROBERT J. POTTER, as CEO of PRAGMATIC WORKS SOFTWARE, INC., a Florida corporation, on behalf of said corporation, who personally appeared before me  by physical presence or  by means of audio-video communication technology, and is  personally known to me or  produced Mass Driver's License as identification.



[Signature]  
Signature

Print Name: Michael T. Aldo  
Notary Public, State and County aforesaid  
Commission No.: \_\_\_\_\_  
My Commission Expires: March 15, 2024

**ASSIGNEE:**

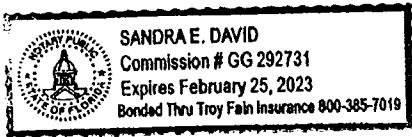
**PRAGMATIC WORKS TRAINING, INC.,** a  
Florida corporation

By: [Signature]  
Name: Brian Knight  
Title: CEO

**STATE OF FLORIDA**

**COUNTY OF** Clay

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2020, by BRIAN KNIGHT, as CEO of PRAGMATIC WORKS TRAINING, INC., a Florida corporation, on behalf of said corporation, who personally appeared before me [ ] by physical presence or [ ] by means of audio-video communication technology, and is [ ] personally known to me or [X] produced FLDL as identification.



[Signature]  
Signature

Print Name: Sandra E. David  
Notary Public, State and County aforesaid  
Commission No.: GG 292731  
My Commission Expires: 02/25/23