

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transcendent Corporation		09/03/2019	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Transcendent Solutions, LLC		
Street Address:	1333 N California Blvd		
Internal Address:	Suite 448		
City:	Walnut Creek		
State/Country:	CALIFORNIA		
Postal Code:	94596		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3800406	TRANSCENDENT	
Registration Number:	2820052	SETS	
Registration Number:	2570254	WINTRACK	
CORRESPONDENCE DATA			
Fax Number:	2063594926		
<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:	2063593926		
Email:	MJDavis@perkinscoie.com		
Correspondent Name:	Marquita J. Davis		
Address Line 1:	1201 Third Avenue Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	134227.0002		
NAME OF SUBMITTER:	Marquita J. Davis		
SIGNATURE:	/Marquita J. Davis/		
DATE SIGNED:	01/14/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of September 3, 2019, is made by and between Transcendent Corporation, a Florida corporation, with an address at 333 Douglas Road East, Oldsmar, Florida 34677 (“Assignor”) and Transcendent Solutions, LLC, a Delaware limited liability company, with an address at 1333 N California Blvd, Suite 448 Walnut Creek, CA 94596 (“Assignee”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 14, 2019 (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell and assign, and Assignee has agreed to buy and acquire certain assets, including the trademarks as set forth in **Schedule A**, on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, Assignor owns all rights, title, and interest in and to the trademarks as set forth in **Schedule A** attached hereto and incorporated herewith and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademarks, the goodwill of the business associated with and symbolized by the trademarks, and the portion of the business associated therewith (hereinafter collectively referred to as the “*Trademarks*”);

WHEREAS, Assignee desires to purchase, acquire and accept Assignor’s rights, title, and interest in and to the Trademarks, all registrations, pending applications, and all other filings for the Trademarks, the corresponding goodwill of the business associated with and symbolized by the Trademarks, all common law rights appurtenant thereto, and the portion of the business associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, and transfer, to Assignee all worldwide rights, title, and interest in and to the Trademarks identified in Schedule A, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, the goodwill of the business associated with and symbolized by the Trademarks, the portion of the business associated exclusively therewith, all common law rights appurtenant thereto, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.
2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademarks to any third party.
3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly

authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.

5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

(Signature Page Follows)

The parties are signing this Trademark Assignment effective as of the date first indicated above.

ASSIGNOR

ASSIGNEE

TRANSCENDENT CORPORATION

TRANSCENDENT SOLUTIONS, LLC

Signature: _____

Signature: _____

Name: _____

Name: James Linden

Title: _____

Title: Authorized Signatory

JERIMI FORD

CTO, OWNER

The parties are signing this Trademark Assignment effective as of the date first indicated above.

ASSIGNOR

ASSIGNEE

TRANSCENDENT CORPORATION

TRANSCENDENT SOLUTIONS, LLC

Signature: _____

Signature:  _____

Name:

Name: James Linden

Title:

Title: Authorized Signatory

SCHEDULE A

MARK	APPLICATION DATE	APPLICATION NUMBER	REGISTRATION DATE	REGISTRATION DATE	COUNTRY
TRANSCENDENT	10/30/2008	77604363	06/08/2010	3800406	UNITED STATES
SETS	05/20/2003	78252189	03/02/2004	2820052	UNITED STATES
WINTRACK	03/29/2001	78055753	05/14/2002	2570254	UNITED STATES

TRADEMARK
REEL: 007162 FRAME: 0518

RECORDED: 01/14/2021