

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Another Monday Intelligent Process Automation GmbH		12/31/2020	Limited Liability Company: AUSTRIA
RECEIVING PARTY DATA			
Name:	Another Monday Service GmbH Deutschland		
Street Address:	Brusseler Str. 89-93		
City:	Cologne		
State/Country:	GERMANY		
Postal Code:	D-50672		
Entity Type:	Limited Liability Company: GERMANY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5809933	ANOTHER MONDAY	
CORRESPONDENCE DATA			
Fax Number:	2166960740		
<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:	215-564-2684		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Lisa Bollinger Gehman		
Address Line 1:	2929 Arch St., 12th Floor, Cira Centre		
Address Line 2:	BakerHostetler		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
ATTORNEY DOCKET NUMBER:	121467.020004		
DOMESTIC REPRESENTATIVE			
Name:	Lisa Bollinger Gehman		
Address Line 1:	2929 Arch Street, 12th Fl., Cira Ctr.		
Address Line 2:	BakerHostetler		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104		
NAME OF SUBMITTER:	Lisa Bollinger Gehman		
SIGNATURE:	/Lisa Bollinger Gehman/		

CH \$40.00 5809933

DATE SIGNED:	02/26/2021
---------------------	------------

Total Attachments: 4

source=Trademark Agreement#page1.tif

source=Trademark Agreement#page2.tif

source=Trademark Agreement#page3.tif

source=Trademark Agreement#page4.tif

TRADEMARK ASSIGNMENT CONFIRMATION AGREEMENT

This TRADEMARK ASSIGNMENT CONFIRMATION AGREEMENT (this "Agreement"), dated as of December 31 2020, is entered into by and between Another Monday Intelligent Process Automation GmbH, a limited liability company organized under the laws of Austria, with its head office at Porzellangasse 49/Stiege 2, A-1090 Vienna, and registered with the company register of the commercial court of Vienna under registration no. FN 470428 g ("Seller"),

and Another Monday Service GmbH Deutschland, a limited liability company organized under the laws of Germany, with its head office at Brüsseler Str. 89-93, D-50672 Cologne, and registered with the commercial register at the local court of Cologne under registration no. HRB 91456 ("Buyer" and, together with Seller, the "Parties" and each individually, a "Party").

RECITALS

WHEREAS, Buyer and Seller are parties to that certain Software & IP Sale and Transfer Agreement, dated as of August 19, 2020 (the "SISTA"), pursuant to which Seller has agreed to sell and transfer to Buyer, and Buyer has agreed to purchase and assume from Seller, the Transferred Assets upon the terms and subject to the conditions set forth in the SISTA;

WHEREAS, this Agreement is an Ancillary Agreement pursuant to the SISTA;

WHEREAS, this Agreement is being entered into by the Parties as a condition and mutual inducement to the Closing; and

WHEREAS, pursuant to the SISTA, Buyer has agreed to purchase and accept and Seller has agreed to sell, transfer, convey and assign to Buyer all of Seller's right, title and interest in and to the Trademarks identified in Appendix A hereto (the "Transferred Trademarks").

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein and in the SISTA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the Parties agree as follows:

1. **Assignment.** Seller hereby confirms that she sold, assigned and transferred unto Buyer all of Seller's right, title and interest in and to the Transferred Trademarks, together with the goodwill of the business symbolized by the Transferred Trademarks, including, without limiting the generality of the foregoing, the right to sue and recover damages and obtain equitable relief for past, present and future infringement, misappropriation or other violation thereof and to fully and entirely stand in the place of Seller in all matters related to the Transferred Trademarks. Buyer hereby confirms that she accepted such assignment by Seller.

2. **Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE SISTA, NO EXPRESS OR IMPLIED WARRANTIES ARE GIVEN BY SELLER WITH RESPECT TO ANY TRANSFERRED TRADEMARKS REGARDING THE VALIDITY, REGISTRABILITY, TITLE, SCOPE, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY TRADEMARKS SUBJECT TO THIS AGREEMENT.

3. Further Assurances. Seller shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Buyer at Buyer's expense, and take such further actions and provide such documents, including certificates of registration and renewal, as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement, including the recordation of this Agreement and perfection of Buyer's interest in and to the Transferred Trademarks in any jurisdiction worldwide.

4. Due Authorization. Seller hereby authorizes and requests the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record Buyer as the Buyer and owner of the Transferred Trademarks, and to issue any and all Trademarks from any and all trademark applications included in the Transferred Trademarks in and to the name of Buyer.

5. General Provisions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the SISTA. This Agreement is being delivered pursuant to the SISTA, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the SISTA. This Agreement, Appendix A hereto, the SISTA, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all other prior representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding any other provision of this Agreement to the contrary, in the event and to the extent that there shall be a conflict between the provisions of this Agreement and the provisions of the SISTA, the provisions of the SISTA shall control (unless this Agreement expressly provides otherwise). This Agreement shall not be amended, modified or supplemented except by an instrument in writing specifically designated as an amendment hereto and executed by each of the Parties. Neither any course of conduct or failure or delay of any Party in exercising or enforcing any right, remedy or power hereunder shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder, or any abandonment or discontinuance of steps to enforce such right, remedy or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right, remedy or power. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns.

6. Counterparts. This Agreement may be executed in facsimile and in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

Appendix A:

Trademark	filing date	registration date	registration no.	Office	country/-ies
Another Monday		May 31, 2018	IR 1404242	WIPO	EU, CH
Another Monday	July 14, 2017	October 6, 2017	AT 294441	Austrian Patent Office	AT
Another Monday	Nov. 3, 2017	July 23, 2019	US 5809933	USPTO	USA

Executed this 31 day of December, 2020

Another Monday Intelligent Process Automation GmbH

By: 

Name:

Jochen Maertens

Title:

Managing Director

Another Monday Service GmbH Deutschland

By: 

Name:

NANCY PERSON

Title:

MANAGING PARTNER