

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630795

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assigned marks to omit U.S. TM No. 5690979 which was inadvertently included and to correct a conveying party name previously recorded on Reel 007183 Frame 0375. Assignor(s) hereby confirms the assignment of the entire interest and the goodwill.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Business Information Systems		02/01/2021	Partnership: TENNESSEE
Business Information Systems, Inc.		02/01/2021	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	i3-BIS, LLC		
Street Address:	40 Burton Hills Blvd.		
Internal Address:	Suite 415		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5690979	BIS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	jbisbikis@leonardmeyerllp.com		
Correspondent Name:	LeonardMeyer LLP (Attn: John Bisbikis)		
Address Line 1:	120 N. LaSalle Street		
Address Line 2:	Suite 2000		
Address Line 4:	Chicago, ILLINOIS 60602		
NAME OF SUBMITTER:	John G. Bisbikis		
SIGNATURE:	/John G. Bisbikis/		
DATE SIGNED:	03/09/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625038

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Business Information Systems, GP		02/01/2021	Partnership: TENNESSEE
Business Information Systems, Inc.		02/01/2021	Corporation: TENNESSEE

RECEIVING PARTY DATA

Name:	i3-BIS, LLC
Street Address:	40 BURTON HILLS BLVD.
Internal Address:	SUITE 415
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37215
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	6157525	AUTO ASSISTANT
Registration Number:	5988560	TERRA TAX EVALUATION RECORDING REPORTING
Registration Number:	5690979	BIS
Registration Number:	5573839	THE VOLUNTEER STATE TENNESSEE EZ TAG DEA
Registration Number:	5535657	W
Registration Number:	5530243	TITLESEARCHER.COM THE LEADER IN ONLINE L
Registration Number:	5149969	BIS
Serial Number:	88943446	STARS
Serial Number:	88486224	CHRONICLE

CORRESPONDENCE DATA

Fax Number:

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.

Email: jbisbikis@leonardmeyerllp.com

Correspondent Name: LeonardMeyer LLP (Attn: John Bisbikis)

Address Line 1: 120 N. LaSalle Street

OP \$240.00 6157525

Address Line 2: Suite 2000
Address Line 4: Chicago, ILLINOIS 60602

NAME OF SUBMITTER: John G. Bisbikis

SIGNATURE: /John G. Bisbikis/

DATE SIGNED: 02/08/2021

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of February 1, 2021 but effective as of the Effective Time, among Business Information Systems, a Tennessee general partnership ("BIS"), Business Information Systems, Inc., a Tennessee corporation (together with BIS, "Assignor"), and i3-BIS, LLC, a Delaware limited liability company ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated of even date herewith and effective at the Effective Time (the "Purchase Agreement"), by and among Assignor, Assignee, Owners, Guarantor, and Representative. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has transferred, conveyed and assigned to Assignee, among other assets, certain registered and unregistered trademarks, service marks, trade names, trade dress, logos, business and product names and slogans, including the trademark registrations and trademark applications; and

WHEREAS, Assignor agreed to execute and deliver this Agreement for recordation with the United States Patent and Trademark Office, and any corresponding entities or agencies in other applicable jurisdictions.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, Assignor hereby agrees as follows:

1. **Assignment**. Effective as of the date hereof, Assignor hereby sells, transfers, conveys and assigns to Assignee, its legal representatives, successors and assigns, all of Assignor's rights, title and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the "Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Marks; provided that, with respect to any United States intent-to-use trademark applications identified on Exhibit A hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing

(b) the Marks together with the goodwill of the business connected with the use of, and symbolized by, the Marks;

(c) all royalties, fees, income, damages, payments or other proceeds now or hereafter due or payable with respect to the Marks; and

(d) all claims, causes of action, actions, suits or other proceedings, in law or in equity, for past, present or future infringement of the Marks, whether or not said Marks have been registered in the Patent and Trademark Office of the United States of America or in any other jurisdiction.

2. **Authorization to Record; Further Actions**. Assignor 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 Agreement 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 Marks to Buyer, or any assignee or successor thereto.

3. **GOVERNING LAW**. THIS AGREEMENT AND THE PARTIES' RESPECTIVE RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TENNESSEE, EXCLUDING ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT WOULD REFER THE GOVERNANCE, INTERPRETATION, CONSTRUCTION OR ENFORCEMENT OF THIS AGREEMENT TO THE LAWS OF ANOTHER JURISDICTION, AND SUCH APPLICATION OF TENNESSEE LAW SHALL NOT BE VITIATED BY ANY ALLEGATIONS OF FRAUD.

4. **Inconsistencies with the Purchase Agreement**. Notwithstanding anything to the contrary contained herein, the terms of this Agreement are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and this Agreement is not intended to alter the obligations of the parties to the Purchase Agreement. In the event of any inconsistencies between the terms of this Agreement and the terms of the Purchase Agreement, the parties hereto agree that the terms of the Purchase Agreement shall control. For the avoidance of doubt, Assignor does not assign, and Assignee does not accept or assume, any of the Excluded Assets or Excluded Liabilities.


5. **Counterparts; Electronic Signatures**. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Agreement by facsimile or other electronic imaging technology shall be deemed to be original signatures for all purposes.

[Signature Page Follows]

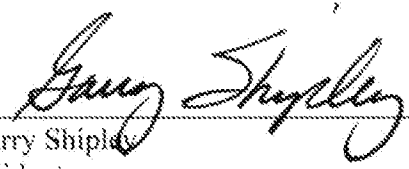
IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

ASSIGNOR:

BUSINESS INFORMATION SYSTEMS

By: 
Name: Chris Laisure
Title: Chief Executive Officer

BUSINESS INFORMATION SYSTEMS, INC.

By: 
Name: Garry Shipler
Title: President

Acknowledged and Agreed:

i3-BIS, LLC

By: _____
Name: Rick Stanford
Title: President

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered as of the date first set forth above by its representatives thereunto duly authorized.

ASSIGNOR:

BUSINESS INFORMATION SYSTEMS

By: _____
Name: Chris Laisure
Title: Chief Executive Officer

BUSINESS INFORMATION SYSTEMS, INC.

By: _____
Name: Garry Shipley
Title: President

Acknowledged and Agreed:

i3-BIS, LLC

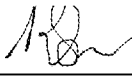
By:  _____
Name: Rick Stanford
Title: President

EXHIBIT A

MARKS

1. Registered Marks (USPTO)

Mark	Serial No.	Reg. No.	Reg. Date
AUTO ASSISTANT	88822037	6157525	09-22-2020
TERRA TAX EVALUATION RECORDING REPORTING ASSESSMENT	88489610	5988560	02-18-2020
THE VOLUNTEER STATE TENNESSEE EZ TAG DEALERSHIP TEMP TAGS	87736822	5573839	10-02-2018
W	87747988	5535657	08-07-2018
TITLESEARCHER.COM THE LEADER IN ONLINE LAND RECORD RETRIEVAL	87744985	5530243	07-31-2018
BIS	87073539	5149969	02-28-2017

2. Trademark Applications (USPTO)

Mark	ITU	Serial No.	Filing Date
STARS	No	88943446	06-02-2020
CHRONICLE	Yes	88486224	06-24-2019