

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM641822

<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>
Sphere3, LLC		04/01/2019	Limited Liability Company: KANSAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intego Software, LLC		
<b>Doing Business As:</b>	Critical Alert		
<b>Street Address:</b>	4901 Belfort Road		
<b>Internal Address:</b>	Suite 130		
<b>City:</b>	Jacksonville		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32256		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4172613	APERUM	
<b>Registration Number:</b>	5032460	BLUE PANTS	
<b>Registration Number:</b>	4187604	INDICARE	
<b>Registration Number:</b>	4782610	REVEALIT!	
<b>Registration Number:</b>	4543079	SPHERE3	
<b>Registration Number:</b>	4172592	SPHERE3	
<b>Registration Number:</b>	4288439	TRENDIT!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509385200		
<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>	6509888500		
<b>Email:</b>	trademarks@fenwick.com		
<b>Correspondent Name:</b>	Mark A. Jansen, Fenwick & West LLP		
<b>Address Line 1:</b>	801 California Street		
<b>Address Line 2:</b>	Silicon Valley Center		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94041		

CH \$190.00 4172613

<b>ATTORNEY DOCKET NUMBER:</b>	31263-00203-0656
<b>NAME OF SUBMITTER:</b>	Jessica Chung
<b>SIGNATURE:</b>	/jchung/
<b>DATE SIGNED:</b>	04/23/2021

**Total Attachments: 6**

source=CAH - S3 IP Assignment (April 1 2019) f#page1.tif

source=CAH - S3 IP Assignment (April 1 2019) f#page2.tif

source=CAH - S3 IP Assignment (April 1 2019) f#page3.tif

source=CAH - S3 IP Assignment (April 1 2019) f#page4.tif

source=CAH - S3 IP Assignment (April 1 2019) f#page5.tif

source=CAH - S3 IP Assignment (April 1 2019) f#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION

This Intellectual Property Assignment and Assumption (this "Assignment"), dated as of April 1, 2019, is being entered into by and between Sphere3, LLC, a Kansas limited liability company (the "Assignor"), and Intego Software, LLC d/b/a Critical Alert, a Delaware limited liability company (the "Assignee"). Each of the parties to this Assignment is sometimes referred to individually in this Assignment as a "Party," and all of the parties to this Assignment are sometimes collectively referred to in this Assignment as the "Parties."

The Assignor and Assignee have entered into that certain Asset Contribution Agreement, dated as of February 12, 2019, by and among (i) Assignor; (ii) Assignee; (iii) Critical Alert Holdings, LLC, a Delaware limited liability company; and (iv) Kourtney Govro, the sole owner of all membership interests in Assignor (as amended, the "Contribution Agreement").

Pursuant to the Contribution Agreement, the Assignor has agreed to assign to the Assignee all of its right, title and interest in and to all of its Intellectual Property, including without limitation the Intellectual Property listed on Exhibit A attached hereto (the "Purchased Intellectual Property"), and the Assignee has agreed to acquire all right, title and interest in and to the Purchased Intellectual Property.

In consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Assignment but not defined in this Assignment have the respective meanings ascribed to them in the Contribution Agreement.

2. Assignment. The Assignor hereby, absolutely and unconditionally, conveys, sells, assigns, transfers, grants and sets over unto the Assignee, all of the Assignor's worldwide rights, title and interest and benefit in and to the Purchased Intellectual Property, together with the right to all past, present and future income, royalties, damages and payments due with respect to the foregoing and all rights of action, both at law and in equity with respect thereto, including all causes and rights of action and remedies for past, present and future infringement or violation of any of the Purchased Intellectual Property, including but not limited to all rights under the agreements listed on Schedule 1.2(f) of the Contribution Agreement (to the extent such agreements are assumed by Assignee under the Contribution Agreement and relate to Intellectual Property), and including the goodwill of the businesses connected to the use of any of the Purchased Intellectual Property, the same to be held and enjoyed by the Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by the Assignor if this sale had not been made and the Assignee does hereby accept such sale, assignment, transfer, grant, conveyance and set over.

3. Recordation. The Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereto, and any other Governmental Authority to record the Assignee as owner of any Purchased Intellectual Property that is registered with any such Governmental Authorities and of the entire title and interest in, to and under the same, for the use and enjoyment of the Assignee, its successors, assigns and other legal representatives.



The Assignor shall take such steps and actions following the date hereof, including the execution of any documents or other similar items (including the form attached hereto in Exhibit B and such other forms as requested by Assignee) to ensure that the Purchased Intellectual Property is properly assigned to the Assignee, or any assignee or successor thereto.

4. Cooperation. The Assignor hereby covenants and agrees that it will communicate to the Assignee, its successors, legal representatives and assigns, any material facts (including information relating to use or non-use, enforceability, or infringement of the Purchased Intellectual Property) known to the Assignor with respect to the Purchased Intellectual Property and testify in any legal proceeding, sign all lawful papers, execute all applications (including, but not limited to, powers of attorney, specific assignments, transfers and assurances), make all rightful oaths and use reasonable best efforts at the request of the Assignee to aid the Assignee, its successors, legal representatives and assigns in obtaining and enforcing protection for the Purchased Intellectual Property and in enjoying the full benefits thereof. The Assignor hereby constitutes and appoints the Assignee the true and lawful attorney of the Assignor to act as the Assignor's attorney-in-fact solely for the purpose of executing any documents and taking all necessary steps to cause the Assignor to perform any of the Assignor's obligations set forth in this Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction).

6. Dispute Resolution. In the event any dispute between the Parties involving the Purchased Intellectual Property cannot be solved by good faith discussions between the Parties, such dispute arising out of or relating to a party's performance or non-performance under this Assignment, or the interpretations, validity or effectiveness of this Assignment, and any other provision of this Assignment, shall be subject to Section 9.6 of the Contribution Agreement.

7. Binding Effect Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

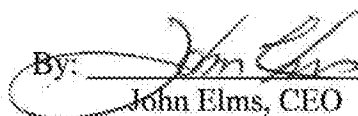
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

**ASSIGNEE:**

INTEGO SOFTWARE, LLC d/b/a CRITICAL  
ALERT

By:  \_\_\_\_\_  
John Elms, CEO

**ASSIGNOR:**

SPHERE3, LLC

By: \_\_\_\_\_  
Kourtney Govro, CEO

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

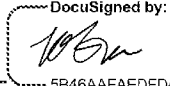
**ASSIGNEE:**

INTEGO SOFTWARE, LLC d/b/a CRITICAL  
ALERT

By: \_\_\_\_\_  
John Elms, CEO

**ASSIGNOR:**

SPHERE3, LLC

By:  \_\_\_\_\_  
Kourtney Govro, CEO

**EXHIBIT A**

**INTELLECTUAL PROPERTY**



**REGISTERED TRADEMARKS:**

APERUM	(Reg. No.: 4,172,613)
BLUE PANTS	(Reg. No.: 5,032,460)
INDICARE	(Reg. No.: 4,187,604)
REVEALIT!	(Reg. No.: 4,782,610)
Sphere3 Logo	(Reg. No.: 4,543,079)
SPHERE3	(Reg. No.: 4,172,692)
TRENDIT!	(Reg. No.: 4,288,439)

