

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666278

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900629162		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Winworks Software, Inc.		06/30/2021	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Winworks Software, LLC		
<b>Street Address:</b>	540 Devall Drive, Suite 301		
<b>City:</b>	Auburn		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36832		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1921597	WINWORKS SOFTWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3367338473		
<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>	3367213747		
<b>Email:</b>	Trademarkswinston@wbd-us.com		
<b>Correspondent Name:</b>	Randel S. Springer		
<b>Address Line 1:</b>	Womble Bond Dickinson (US) LLP		
<b>Address Line 2:</b>	One West Fourth Street		
<b>Address Line 4:</b>	Winston-Salem, NORTH CAROLINA 27101		
<b>ATTORNEY DOCKET NUMBER:</b>	104722.107.8		
<b>NAME OF SUBMITTER:</b>	Randel S. Springer		
<b>SIGNATURE:</b>	/Randel S. Springer/		
<b>DATE SIGNED:</b>	08/10/2021		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of June 30, 2021, is made by and between Winworks Software LLC, a Delaware limited liability company (“Assignee”), and Winworks Software, Inc., a California corporation (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee (as Buyer thereunder), Assignor (as Seller thereunder), and the shareholders of Seller (the “Shareholders”) (the “Purchase Agreement”).

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and deliver all of such Assignor’s right, title and interest in, to and under any and all Transferred Intellectual Property, to the Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all Intellectual Property and Intellectual Property Rights of Assignor, including, without limitation, its entire right, title and interest throughout the world in and to the Transferred Intellectual Property (including, without limitation, the Transferred Intellectual Property set forth on Schedule 1 hereto), together with the goodwill of the business symbolized by the Transferred Intellectual Property therein, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. No Assignment of Excluded Assets. Assignee acknowledges and agrees that the Assignor is not assigning or selling, and the Assignee is not purchasing, any of the Assignor’s right, title, or interest in or to any of the Excluded Assets, all of which will remain the sole and exclusive property of Assignor after the Closing.

4. Effective Time. This Agreement shall be deemed to be effective between the parties as of the Closing.

5. Further Assurances. From time to time after the date hereof, Assignor will execute and deliver, or arrange for the execution and delivery of, any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, instruments of conveyance and transfer, or other instruments or documents and take or arrange for such other actions as may reasonably be requested by Assignee to effect, evidence, perfect or complete more effectively any of the transactions provided for in this Agreement.

6. Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement, and all of the terms and conditions of the Purchase Agreement are hereby incorporated herein by this reference. Nothing contained in this Agreement shall be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties hereto under, the Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties hereto than those contemplated in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

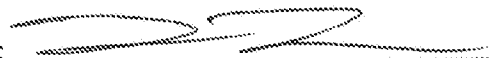
7. Miscellaneous. Section 8 of the Purchase Agreement shall apply *mutatis mutandis* to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

WINWORKS SOFTWARE, INC.

By:   
Name: Kevin Folsom  
Title: President

ASSIGNEE:

WINWORKS SOFTWARE LLC

By: \_\_\_\_\_  
Name: Michael A. Lawler  
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

WINWORKS SOFTWARE, INC.

By: \_\_\_\_\_

Name: Kevin Folsom

Title: President

ASSIGNEE:

WINWORKS SOFTWARE LLC

By:  \_\_\_\_\_

Name: Michael A. Lawler

Title: Chief Executive Officer

SCHEDULE 1

Attached.

Transferred Intellectual Property

1. Winworks AutoShop
2. Winworks TechLink
3. Winworks Marketing Machine
4. Winworks Archive Utility
5. Winworks Insight
6. Winworks Mobile
7. Winworks Inspect for Mobile
8. Winworks Optimizer (tool for improving performance)
9. Winworks Text (still in development)
10. The Winworks.wiki knowledgebase
11. Various utilities provided as part of Winworks AutoShop

Trademarks

1. Winworks Software® (Registration No. 1,921,597)

Domain Names:



1. Autoshop.tools
2. automotive.repair
3. autoshopsoftware.repair
4. winworks.biz
5. winworks.info
6. winworks.me
7. winworkssoftware.com
8. winworkssoftware.info
9. winworksoft.com
10. winworkssoftware.org
11. winworksoft.com
12. winworkssoftware.net
13. winworkssoftware.biz
14. winworkssoftware.us
15. winworks.info
16. winworks.biz
17. winworks.us
18. winworks.org
19. winworks.name
20. winworks.net
21. winworksautoshop.net
22. winworksaeroshop.net
23. winworksaeroshop.com
24. winworksautoshop.com
25. ez-writer.com
26. winworksftp.com
27. winworkssupport.com
28. winworksshopmanagementsoftware.com
29. aeroshop.us
30. winworks.mobi
31. winworks.me
32. winworks.co
33. winworks.tv
34. mybankstatements.com
35. mycreditstatements.com
36. autoshopinfo.com
37. autoshopmanagementsoftware.com
38. winworksmobile.com
39. winworkscld.com
40. automotive.repair
41. autoshopsoftware.repair
42. autoshop.tools
43. winworksinspect.com
44. winworkskiosk.com
45. winworksenterprise.com
46. winworksinsight.com
47. autoshopinformation.com
48. autoshopinthecloud.com
49. repairshopmanagement.com
50. autoshopinspections.com
51. winworks.works
52. winworks.software
53. plainbluetshirt.com
54. autoshop.software
55. autoshoprecommendations.com
56. winworks.cloud
57. winworkstext.com
58. autoshoptexting.com
59. winworks.wiki