

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM672538

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900637379		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viafy Inc.		04/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Trapeze Software Group, Inc.		
Street Address:	200-5060 Spectrum Way		
City:	Mississauga, Ontario		
State/Country:	CANADA		
Postal Code:	L4W5N5		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6056378	VIAFY	
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>			
Phone:	6473507933		
Email:	sarora@shiftlaw.ca		
Correspondent Name:	Shan L. M. Arora		
Address Line 1:	60 St. Clair Ave. E., Suite 403		
Address Line 4:	Toronto, Ontario, CANADA M4T1N5		
NAME OF SUBMITTER:	Shan L. M. Arora		
SIGNATURE:	/Shan L. M. Arora/		
DATE SIGNED:	09/04/2021		
Total Attachments: 4			
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BILL OF SALE – IP ASSETS

This Bill of Sale (this “**Bill of Sale**”) is entered into effective as of the 30th day of April 2021 (the “**Effective Date**”) by **Viafy Inc.**, a corporation formed under the laws of **Delaware** (the “**Vendor**”) for the benefit of **Trapeze Software Group, Inc.**, a corporation formed under the laws of **Delaware** (the “**Purchaser**”), pursuant to that certain Asset Purchase Agreement by and among the Vendor, the Purchaser, and each of the shareholders of the Vendor (the “**Purchase Agreement**”).

The Vendor and the Purchaser agree as follows:

1. **Assignment.** Subject to the representations and warranties set forth in **Section 3.1** of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Vendor does hereby sell, transfer, convey, assign and deliver to the Purchaser, free and clear of all Liens, other than Permitted Liens, all of the Vendor’s right, title and interest in and to the assets set forth at **Sections 2.1 and 2.2** of the Purchase Agreement, including all Software and Intellectual Property listed in Schedule A attached, as well as all goodwill appurtenant thereto, all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation or other violation thereof, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all appurtenant goodwill associated therewith, but excluding any Excluded Assets, effective as of the Effective Date.
2. **General.** This Bill of Sale is given pursuant to the terms of the Purchase Agreement. The terms and conditions of the Purchase Agreement are incorporated herein by reference. All capitalized terms used herein not otherwise defined shall have the same meanings as set forth in the Purchase Agreement. In the event of a conflict or inconsistency between the provisions of this Bill of Sale and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate as of the date first written above.

VIAFY INC.

By: R. Cairon Coates
Name: Robert Cairon Coates
Title: Cofounder
Address: 134 Washington Circle
Colonial Beach VA 22443 - USA

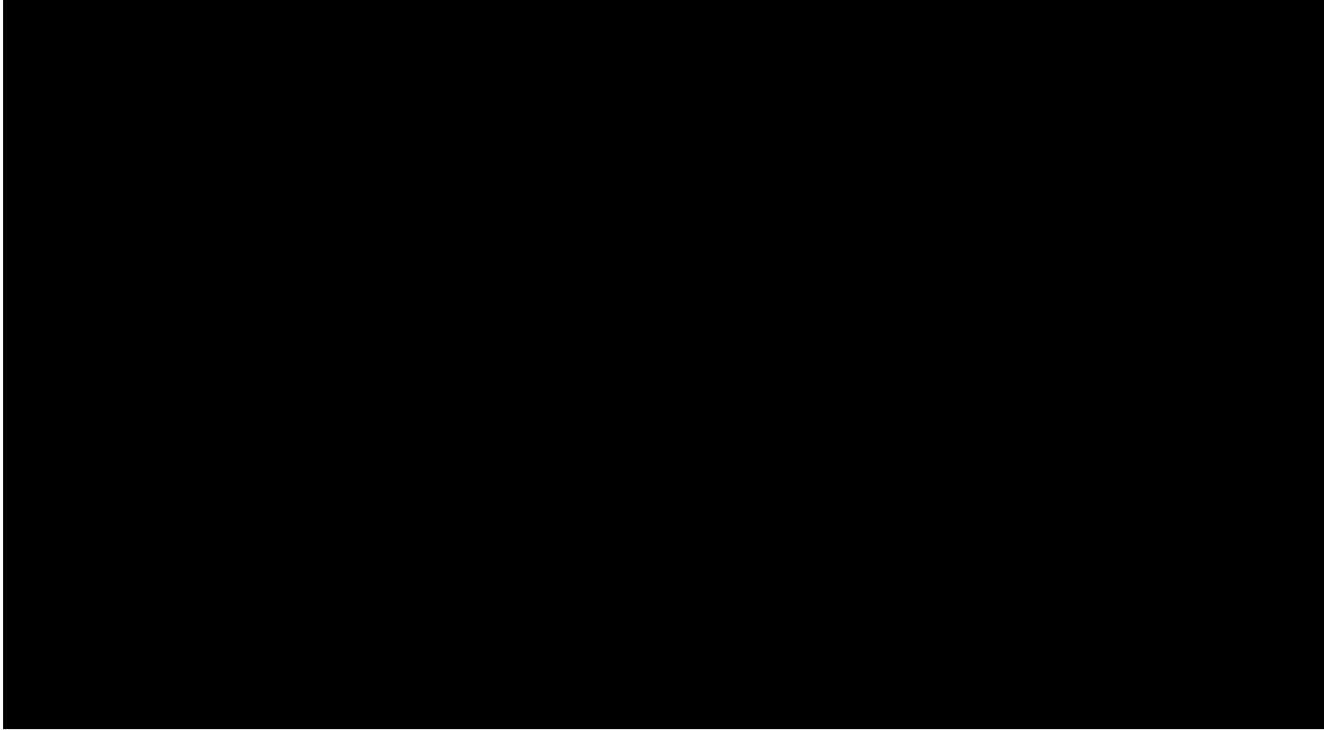
By: Fernando Flores
Name: Fernando Flores
Title: Cofounder
Address: Alfredo Vera SN, Quito - Ecuador

By: [Signature]
Name: Esteban Lubensky
Title: Cofounder
Address: Calle R S23-99, Miravalle 4, Quito - Ecuador

[Signature Page to Bill of Sale - IP]

Schedule A

SCHEDULE A



Trademarks; Domain Names

Viafy has successfully registered a trademark for its own name:

US Trademark/Service Mark Registration No. 6056378

For: VIAFY, in International Classes: 9, 35, and 42

Registrant: Viafy Inc.

Issued on: May 19, 2020

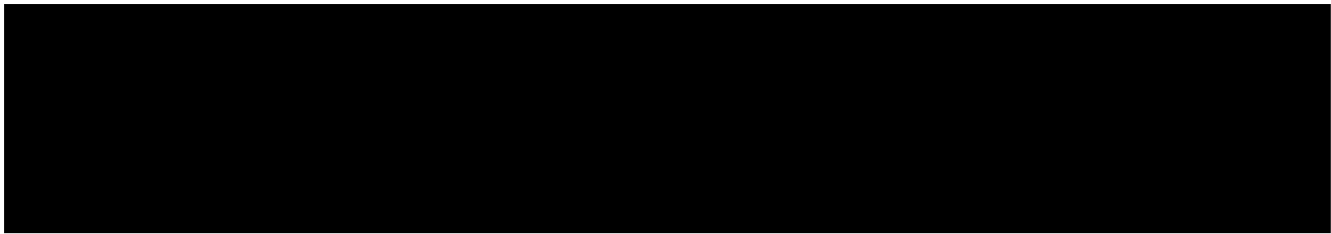
Declaration of Use Due: May 19, 2025

IP Counsel: Wolf Greenfield, reference V0344.20000US00



[Signature Page to Bill of Sale - IP]

TRADEMARK
REEL: 007409 FRAME: 0328



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