

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707913

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900664536		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Two River Software Group, LLC		03/01/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	AudIT Systems LLC		
Street Address:	101 Crawford's Corner Road		
Internal Address:	Suite 1-102R		
City:	Holmdel		
State/Country:	NEW JERSEY		
Postal Code:	07733		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87223524	AUDIT SALES PRESENTATION SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	7326796433		
<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:	732-679-3777		
Email:	apostell@lawppl.com		
Correspondent Name:	Aisha Postell, Esq.		
Address Line 1:	131 White Oak Lane		
Address Line 4:	Old Bridge, NEW JERSEY 08857		
NAME OF SUBMITTER:	Aisha Postell		
SIGNATURE:	/Aisha Postell/		
DATE SIGNED:	02/11/2022		
Total Attachments: 5			
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IP ASSIGNMENT AGREEMENT

This IP Assignment Agreement (this "Assignment") is made and entered into as of March 1, 2021 ("Effective Date") by and between Two River Software Group, LLC, a New Jersey limited liability company ("Assignor"), and Audit Systems LLC, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and the other Persons party thereto (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meaning ascribed therein), Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to Assignee (i) the trademarks and domain names set forth on Schedule A hereto (the "Assigned Trademarks and Domains"), and (ii) the other Purchased Intellectual Property described in Section 2.1(g)(ii) of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, including a portion of that set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee Assignor's entire right, title and interest in and to (i) the Purchased Assets, including all common-law rights therein or related thereto and the goodwill of the business symbolized thereby, and (ii) all other Intellectual Property that is owned by Assignor and used or held for use in or necessary for the conduct of the Business, together with (iii) the right to apply for and obtain registrations and renewals for the foregoing, and (iv) the right to bring any action, claim or proceeding for the infringement, misappropriation, dilution or unauthorized use of any of the foregoing accruing or occurring at any time prior to, on or after the Effective Date and to retain all monies and proceeds therefrom ((i) through (iv) collectively, the "Assigned Rights").

2. Assignee shall hold the Assigned Rights for its and its successors' and assigns' enjoyment, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. All representations, warranties and indemnities with respect to the Assigned Rights shall be applied solely as set forth in the Purchase Agreement, and none are contained in this Assignment.

3. At Assignee's written request, Assignor shall take all actions that are required to vest, effect, record and perfect ownership of the Assigned Rights with Assignee. Without limiting the generality of the foregoing, Assignor shall, at Assignee's written request, cooperate reasonably promptly with Assignee to effect a transfer of all registrations, accounts, account administrators, registrar contacts and contact information for the domain names on Schedule A to persons or entities designated by Assignee.

4. This Assignment shall be construed and interpreted in accordance with the laws of the State of New York.

5. This Assignment may be signed in counterparts (including by facsimile, PDF or electronic signature), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[SIGNATURE PAGE FOLLOWS]

[Signature Page to IP Assignment Agreement]

40095685.4

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this IP Assignment Agreement to be duly executed by their respective authorized representatives as of the date first set forth above.

TWO RIVER SOFTWARE GROUP, LLC

DocuSigned by:
By: Frank M. DeBenedetto
Name: Frank M. DeBenedetto
Title: General Manager - audit

AUDIT SYSTEMS LLC

DocuSigned by:
By: Robert Cole
Name: ROBERT COLE
Title: CFD

Schedule A

Domain Name: Auditforit.com

Trademark: See attached

United States of America

United States Patent and Trademark Office

audit
SALES PRESENTATION SYSTEM

Reg. No. 5,240,238

Registered Jul. 11, 2017

Int. Cl.: 9, 42

Service Mark

Trademark

Principal Register

Two River Software Group, LLC (NEW JERSEY LIMITED LIABILITY COMPANY)
15 Presidential Path
Atlantic Highlands, NJ 07716

CLASS 9: Computer software platforms for generating sales presentations that summarize the results of technical audits of a business in the areas of technology infrastructure, security, managed support and services and telecommunications in the form of printed and online reports, namely, summaries, comparative data analyses and infographics

FIRST USE 5-12-2016; IN COMMERCE 5-12-2016

CLASS 42: Software as a service (SAAS) services, namely, hosting software for use by others for use via a cloud-hosted platform generating sales presentations of technical audits of a business in the areas of technology infrastructure, security, managed support and services and telecommunications

FIRST USE 5-12-2016; IN COMMERCE 5-12-2016

The color(s) grey, red, yellow, and green is/are claimed as a feature of the mark.

The mark consists of the word "audit" with: a partially grey and partially red letter "a" with the bottom right portion of the "a" being comprised of a detached red square; a partially grey and partially yellow letter "u" with the bottom right portion of the "u" being comprised of a detached yellow square; a partially grey and partially green letter "d" with the bottom right portion of the "d" being comprised of a detached green square; a green letter "I"; and a green letter "T". The words "SALES PRESENTATION SYSTEM" are written in grey below the word audit.

No claim is made to the exclusive right to use the following apart from the mark as shown: "AUDIT SALES PRESENTATION SYSTEM"

SER. NO. 87-223,524, FILED 11-02-2016
BRITTANY ANN ESTELL, EXAMINING ATTORNEY



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office