

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM712947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kespry (Assignment for the Benefit of Creditors), LLC		10/22/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Firmatek Software, LLC		
Street Address:	10010 San Pedro Avenue, Suite 850		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78216		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86776422	DRONES AT WORK	
Serial Number:	86778221	KESPRY	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	972-628-3600		
Email:	trademarks@munckwilson.com		
Correspondent Name:	Amanda K. Greenspon		
Address Line 1:	P.O. Drawer 800889		
Address Line 2:	Docket Clerk		
Address Line 4:	Dallas, TEXAS 75380		
NAME OF SUBMITTER:	Amanda K. Greenspon		
SIGNATURE:	/AKG/		
DATE SIGNED:	03/08/2022		
Total Attachments: 5			
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EXHIBIT 9.1 (d)

Trademark Assignment Agreement

This Trademark Assignment Agreement (the “**Assignment**”) is made as of October 22, 2021 (the “**Effective Date**”), by and between Kespry (assignment for the benefit of creditors), LLC, a California limited liability company (the “**Seller**”), in its sole and limited capacity as assignee for the benefit of creditors of Kespry, Inc. (the “**Assignor**”), and Firmatek Software, LLC, a Texas limited liability company (the “**Buyer**”). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of October 22, 2021, by and between Seller and Buyer (the “**Asset Purchase Agreement**”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, assign, transfer and convey to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and the trademark rights and copyrights throughout the world, including, without limitation, any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, and set forth in **Schedule A** hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as “**Marks**”), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of, all of Seller’s right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey to Buyer, and Buyer hereby accepts the sale, assignment, transfer and conveyance of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

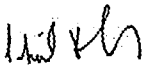
6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

SELLER:

Kespry (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Kespry, Inc.

By: 
Name: Michael A. Maily
Title: Managing Member

BUYER:

Firmatek Software, LLC, a Texas limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

SELLER:

Kespry (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Kespry, Inc.

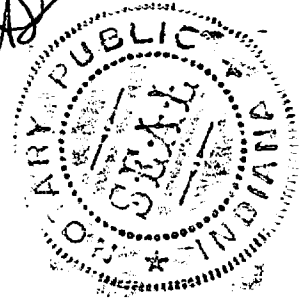
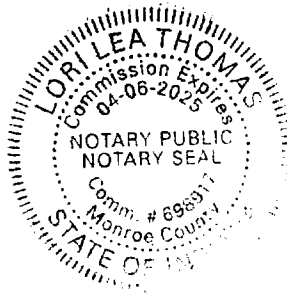
By: _____
Name: _____
Title: _____

BUYER:

Firmatek Software, LLC, a Texas limited liability company

By: Lauren Elmore
Name: Lauren Elmore Moore
Title: Chief Executive Officer

Lori Leathomas



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Santa Clara

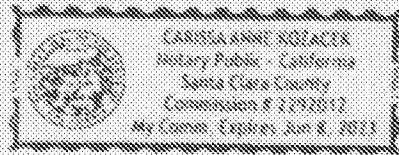
On October 22, 2001 before me Carissa Kozacek
(insert name and title of the officer)

personally appeared Michael Maidu
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carissa Kozacek (Seal)



Schedule A

Trademarks

Type	Description	Status	Country	Application No.	Patent Number
Trademark	KESPRY	Issued	US	86778221	4,996,436
Trademark	KESPRY	Issued	AU	1877314	1877314
Trademark	KESPRY	Allowed	CA	1,774,268	
Trademark	KESPRY	Issued	EM	015273279	015273279
Trademark	KESPRY	Issued	NZ	1077509	1077509
Trademark	DRONES AT WORK	Issued	US	86776422	5,067,158
Trademark	DRONES AT WORK	Issued	AU	1877315	1877315
Trademark	DRONES AT WORK	Published	CA	1774280	
Trademark	DRONES AT WORK	Abandoned	EM	015273097	
Trademark	DRONES AT WORK	Issued	NZ	1077510	1077510
Trademark	KESPRY	Pending	CN	32778409	
Trademark	KESPRY	Pending	CN	32778408	
Trademark	KESPRY	Pending	CN	32778407	
Trademark	KESPRY	Pending	CN	32778406	

TRADEMARK

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