

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716556

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innovative Business Systems, Inc. d/b/a/ Suite3		03/15/2022	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sourcepass Suite3, LLC		
<b>Street Address:</b>	81 Larkfield Road		
<b>City:</b>	East Northport		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11731		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6077863	SUITE3	
<b>Registration Number:</b>	6077865	PROTECTSUITE	
<b>Registration Number:</b>	6077866	MANAGESUITE	
<b>Serial Number:</b>	90813414	SIOMETRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	314-552-6000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Jennifer A. Visintine		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 2:</b>	Thompson Coburn LLP		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>NAME OF SUBMITTER:</b>	Jennifer A. Visintine		
<b>SIGNATURE:</b>	/jennifer a. visintine/		
<b>DATE SIGNED:</b>	03/24/2022		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), is made and entered into this 15<sup>th</sup> day of March, 2022, by Innovative Business Systems, Inc. (doing business as Suite3), a Massachusetts corporation ("Seller"), in favor of Sourcepass Suite3, LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase and Contribution Agreement, dated as of 4<sup>th</sup> day of March, 2022 among Buyer, Seller and the other parties thereto (the "Purchase Agreement"). Capitalized terms used in this Trademark Assignment without definition have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, the Intellectual Property Assets, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This Trademark Assignment is executed and delivered pursuant to the Purchase Agreement, and reference to the Purchase Agreement is hereby made for a complete description of the terms on which the Trademarks are being transferred. In the event of any conflict between the terms of this Trademark Assignment and the Purchase Agreement, the terms of the

Purchase Agreement shall control. This Trademark Assignment is made on the terms and subject to the conditions of the Purchase Agreement. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions of the Purchase Agreement.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns in accordance with the terms hereof.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

INNOVATIVE BUSINESS SYSTEMS, INC.

By: David DelVecchio  
Name: David DelVecchio  
Title: President

AGREED TO AND ACCEPTED:

SOURCEPASS SUITE3, LLC

By: Sourcepass Holdings, LLC its sole member

By: \_\_\_\_\_  
Name: Charles Canton  
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

INNOVATIVE BUSINESS SYSTEMS, INC.

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

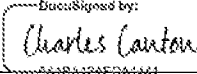
Name: Dave DelVecchio

Title: President

AGREED TO AND ACCEPTED:

SOURCEPASS SUITE3, LLC

By: Sourcepass Holdings, LLC its sole member

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

Name: Charles Canton

Title: President and Chief Executive Officer

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Mark/Name/AN/RN</b>	<b>Status/Status Date</b>	<b>Brief Goods/Services</b>	<b>Owner Information</b>
<p>SUITE3</p> <p>RN: 6,077,863</p> <p>SN: 88-439,461</p>	<p>Registered June 16, 2020</p>	<p>Class 37: Installation and repair services for computer servers, storage, networking, end point, and mobile hardware, including patch management and turn-key project implementation services</p> <p>Class 42: Monitoring of computer systems by remote access for detection of breakdowns, unauthorized access and data breaches; Computer security consultation services; performance monitoring of computer hardware assets; computer services, namely, managed data backup and recovery services; services for updating computer software and systems; computer security services in the nature of monitoring antivirus and firewall software</p>	<p>Innovative Business Systems, Inc.</p> <p>180 Pleasant Street, Suite 3</p> <p>Easthampton, Massachusetts 01027</p>

Mark/Name/AN/RN	Status/Status Date	Brief Goods/Services	Owner Information
PROTECTSUITE  RN: 6,077,865 SN: 88-439,514	Registered June 16, 2020	Class 37: Installation and repair services for computer servers, storage, networking, end point, and mobile hardware, including patch management and turn-key project implementation services  Class 42: Monitoring of computer systems by remote access for detection of breakdowns, unauthorized access and data breaches; Computer security consultation services; performance monitoring of computer hardware assets; computer services, namely, managed data backup and recovery services; services for updating computer software and systems; computer security services in the nature of monitoring antivirus and firewall software	Innovative Business Systems, Inc.  180 Pleasant Street, Suite 3  Easthampton, Massachusetts 01027
MANAGESUITE  RN: 6,077,866 SN: 88-439,559	Registered June 16, 2020	Class 37: Installation and repair services for computer servers, storage, networking, end point, and mobile hardware, including	Innovative Business Systems, Inc.  180 Pleasant Street, Suite 3



Mark/Name/AN/RN	Status/Status Date	Brief Goods/Services	Owner Information
<p>SIOMETRY</p> <p>RN: N/A</p> <p>SN: 90813414</p>	<p>Application Submitted</p> <p>July 6, 2021</p>	<p>patch management and turn-key project implementation services</p> <p>Class 42: Monitoring of computer systems by remote access for detection of breakdowns, unauthorized access and data breaches; Computer security consultation services; performance monitoring of computer hardware assets; computer services, namely, managed data backup and recovery services; services for updating computer software and systems; computer security services in the nature of monitoring antivirus and firewall software</p> <p>Class 42: Managed security services in the nature of security information event management (SIEM); Managed computer security services delivered through security operations centers, namely, managing and optimizing computer</p>	<p>Easthampton, Massachusetts 01027</p> <p>Innovative Business Systems, Inc.</p> <p>180 Pleasant Street, Suite 3</p> <p>Easthampton, Massachusetts 01027</p>

Mark/Name/AN/RN	Status/Status Date	Brief Goods/Services	Owner Information
		<p>security software for security information and event management (SIEM); Security operations center as a service for computer systems, namely, monitoring of cyber security systems incidents, and responding to cyber security systems threats by tracking, analyzing, and managing data; security operation center services, namely, monitoring and providing notification of security incidents or threats</p>	