

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TrigPoint Solutions, Inc.		11/30/2017	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Management Controls, Inc.		
Street Address:	15600 JFK Boulevard, Suite 850		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77032		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4899312	RIGIQ	
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:	2064666607		
Email:	steve@coatesip.com		
Correspondent Name:	Kavitha Kadambi		
Address Line 1:	15600 JFK Boulevard, Suite 850		
Address Line 2:	3213 W Wheeler St. #362		
Address Line 4:	Houston, TEXAS 77032		
NAME OF SUBMITTER:	Thea Jokerst		
SIGNATURE:	/Thea Jokerst/		
DATE SIGNED:	06/13/2022		
Total Attachments: 4			
source=2017-11-30 TrigPoint-MCi Assignment of Trademarks#page1.tif			
source=2017-11-30 TrigPoint-MCi Assignment of Trademarks#page2.tif			
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OP \$40.00 4899312

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of November 30, 2017, is by and between TrigPoint Solutions, Inc., a Minnesota corporation (the "Assignor"), and Management Controls, Inc., a Texas corporation (the "Assignee"), and is entered into pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of October 16, 2017 (the "Purchase Agreement"), by and among the Assignor, certain affiliates of the Assignor and the Assignee. Capitalized terms not otherwise defined in this Assignment will have the meanings given to such terms in the Purchase Agreement.

WHEREAS, the Assignor is the owner of, or has registered or filed applications for, each of the trademarks shown on Exhibit A to this Assignment (collectively, the "Trademarks"); and

WHEREAS, by this Assignment, and pursuant to Section 4.2(d) and Section 4.3(c) of the Purchase Agreement, the Assignor desires to transfer and assign to the Assignee, and the Assignee desires to receive and assume from the Assignor, each of the Trademarks and all of the Assignor's worldwide right, title and interest in, to and under the Trademarks, pursuant to the terms of, and in consummation of the transactions contemplated by, the Purchase Agreement;

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged, the undersigned Assignor, by these presents, does hereby transfer and assign unto the Assignee and its successors and assigns, to have and to hold forever, all of the Assignor's right, title and interest in, to and under the Trademarks, together with (i) the goodwill of the business connected with and symbolized by each such Trademark or to which the Trademarks pertain, (ii) the entire right, title, and interest in, to and under any and all applications for and registrations of the Trademarks heretofore granted or applied for, as well as any and all common law rights of priority and protection of the Trademarks under applicable Laws in the United States and in any state thereof and in any country throughout the world, (iii) all income, royalties and payments now or hereafter receivable in respect of the Trademarks, (iv) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind with respect to the Trademarks (including rights to sue for and all remedies, damages and payments for past, present or future infringement or misappropriation or dilution of the Trademarks) and (v) all rights to license, sublicense, reissue, abandon and otherwise dedicate to the public any or all of the Trademarks (collectively, the "Trademark Rights"), free and clear of all Encumbrances (other than Permitted Encumbrances).

Effectiveness. This Assignment will be effective as of 11:59 p.m., Central Time, on November 30, 2017 (the "Effective Time").

Further Assurances. From time to time after the Effective Time, and without further consideration, the Assignor covenants and agrees that it will provide, execute and/or deliver to the Assignee such documents and instruments, and take such other actions, as the Assignee or its counsel may reasonably request in order to evidence or effect the transfer and assignment of the Trademarks and the Trademark Rights by the Assignor to the Assignee, to record or memorialize such transfer and assignment in the United States or any state thereof or any country throughout the world, as applicable, to vest all of the Assignor's right, title and interest in, to and under the Trademarks and the Trademark Rights in the Assignee or to maintain, preserve or enforce the rights of the Assignee in the Trademarks and the Trademark Rights. If the Assignee is unable for any reason whatsoever to secure the Assignor's signature to any document or instrument as stated above, the Assignor hereby irrevocably designates and appoints the Assignee, and its duly authorized officers and agents, as the Assignor's agent and attorney-in-fact to act for and on the Assignor's behalf and stead, to execute and file any such document or instrument and to take all such other actions necessary to vest ownership of the Trademarks and the

Trademarks Rights in the Assignee or effect the other purposes stated above with the same legal force and effect as if executed by the Assignor. Without limiting the generality of the foregoing, the Assignor does hereby expressly agree that the Assignee may singly, and without assistance or consent from the Assignor, undertake procedures to record the transfer of the Trademarks to the Assignee with the United States Patent and Trademark Office or other applicable agency or governmental entity and to terminate any powers of attorney previously granted by the Assignor with respect to the Trademarks.

Recordation. The Assignor hereby requests the U.S. Commissioners of Patents and Trademarks and/or the applicable state or foreign authorities to record this Assignment as to the assigned Trademarks herein referred to.

Severability. It is understood that any finding of invalidity of any assignment of any Trademark or Trademark Rights effected by this Assignment shall not affect the assignment of any other assigned Trademark or Trademark Rights.

Binding Effect. This Assignment will be binding upon and will inure to the benefit of the parties to this Assignment and their respective successors and assigns. Except for the parties to this Assignment and their respective successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against either of the parties.

Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment may not be deemed to supersede, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF OR ANY OTHER PRINCIPLE THAT COULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

Drafting. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party to this Assignment because such party or its legal counsel drafted this Assignment or such provision.

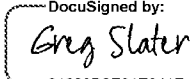
Counterparts. This Assignment may be executed in multiple counterparts (including by exchange of signature pages transmitted by facsimile or other electronic means), each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment of Trademarks as of the date first set forth above.

ASSIGNOR:

TRIGPOINT SOLUTIONS, INC., a Minnesota corporation

By: 
31800D2E81E341E
Name: Greg Slater
Title: President and Secretary

ASSIGNEE:

MANAGEMENT CONTROLS, INC., a Texas corporation

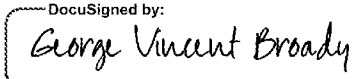
By: 
A6B49D8847B3438...
Name: Vince Broady
Title: Chief Executive Officer

Exhibit A

Trademark Registrations and Applications

1. PROMPTT
2. RigIQ
3. PersonnellIQ
4. PrompttIQ
5. ScoreIQ
6. ScorecardIQ