

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Recur360 Technologies, LLC		02/28/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Recur360 Software LLC		
Street Address:	540 DEVALL DRIVE, SUITE 301		
City:	AUBURN		
State/Country:	ALABAMA		
Postal Code:	36832		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5534516	RECUR360	
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:	3367213747		
Email:	trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randel S. Springer/		
DATE SIGNED:	02/28/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of February 28, 2023, is made by and between Recur360 Software LLC, a Delaware limited liability company (“Assignee”), and Recur360 Technologies, LLC, an Arizona limited liability company (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee (as Buyer thereunder), Assignor (as Seller thereunder), and the sole member of Seller (the “Purchase Agreement”).

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and deliver all of such Assignor’s right, title and interest in, to and under any and all Transferred Intellectual Property, to the Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee all Intellectual Property and Intellectual Property Rights of Assignor, including, without limitation, its entire right, title and interest throughout the world in and to the Transferred Intellectual Property (including, without limitation, the Transferred Intellectual Property set forth on Schedule 1 hereto), together with the goodwill of the business symbolized by the Transferred Intellectual Property therein, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. No Assignment of Excluded Assets. Assignee acknowledges and agrees that the Assignor is not assigning or selling, and the Assignee is not purchasing, any of the Assignor’s right, title, or interest in or to any of the Excluded Assets, all of which will remain the sole and exclusive property of Assignor after the Closing.

4. Effective Time. This Agreement shall be deemed to be effective between the parties as of the Closing.

5. Further Assurances. From time to time after the date hereof, Assignor will execute and deliver, or arrange for the execution and delivery of, any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, instruments of conveyance and transfer, or other instruments or documents and take or arrange for such other actions as may reasonably be requested by Assignee to effect, evidence, perfect or complete more effectively any of the transactions provided for in this Agreement.

6. Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement, and all of the terms and conditions of the Purchase Agreement are hereby incorporated herein by this reference. Nothing contained in this Agreement shall be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties hereto under, the Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties hereto than those contemplated in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

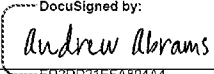
7. Miscellaneous. Section 8 of the Purchase Agreement shall apply *mutatis mutandis* to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

RECUR360 TECHNOLOGIES, LLC

By:  _____
Name: Andrew Abrams
Title: Chief Executive Officer

ASSIGNEE:

RECUR360 SOFTWARE LLC

By: _____
Name: Michael A. Lawler
Title: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has duly executed this Agreement as of the date first above written.

ASSIGNOR:

RECUR360 TECHNOLOGIES, LLC

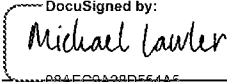
By: _____

Name: Andrew Abrams

Title: Chief Executive Officer

ASSIGNEE:

RECUR360 SOFTWARE LLC

By:  _____
DocuSigned by:
Michael Lawler
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Name: Michael A. Lawler

Title: Chief Executive Officer

SCHEDULE 1

Attached.

Schedule 2.1.7
Transferred Intellectual Property

RECUR360.com Source Code/Website Code

- Website HTML and corresponding code that makes up the RECUR360.com front end website
- All source code that makes up the RECUR360.com backend platform for Invoice, Payment automation, etc.

R360.com Website Code

- Website HTML and corresponding code that makes up the R360.com front end website

OurEventApp.com / iOS/Android App Source Code/Website Code

- Website HTML and corresponding code that makes up the OurEventApp.com front end website along with Apple/Google Specific code for iOS and Android apps

<u>Domain Name</u>	<u>Registrar</u>	<u>Registrant</u>	<u>Renewal Date</u>
Ootbapps.com	GoDaddy	Recur360 Technologies, LLC	7/28/23
Otbtechs.com	GoDaddy	Recur360 Technologies, LLC	7/28/23
Otbtechs.net	GoDaddy	Recur360 Technologies, LLC	7/28/23
Recur360.app	GoDaddy	Recur360 Technologies, LLC	5/8/23
Recur360payments.com	GoDaddy	Recur360 Technologies, LLC	4/19/23
Recur365.com	GoDaddy	Recur360 Technologies, LLC	4/30/25
Recurrev.com	GoDaddy	Recur360 Technologies, LLC	3/14/24
Recurtechnologies.com	GoDaddy	Recur360 Technologies, LLC	11/22/23
Recurringtechnology.com	GoDaddy	Recur360 Technologies, LLC	11/22/23
Recurringtechnologies.com	GoDaddy	Recur360 Technologies, LLC	11/22/23
RECUR360.com	GoDaddy	Recur360 Technologies, LLC	10/24/24
R360.com	GoDaddy	Recur360 Technologies, LLC	5/17/24
OurEventApp.com	GoDaddy	Recur360 Technologies, LLC	9/7/26

USPTO Registration No. 5,534,516 for recur360 Service Mark; Registrant: Out of the Box Technology Holdings, LLC; Date of Registration: August 7, 2018; Current Owner: Recur360 Technologies LLC; Date of Assignment: January 1, 2020



Note:

Unregistered trademarks per R360 Cloud Hosting agreement:

Recur360 Technologies

Recur360

* Note that the R360 Cloud Hosting agreement states that customer may not use the "Recur360 Technologies" or "Recur360" mark without approval from Seller.