

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM805747

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tile Five, LLC		01/31/2023	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Approach 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	
Serial Number:	97166472	APPROACH	
CORRESPONDENCE DATA			
Fax Number:	3367338473		
<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:	336-721-3747		
Email:	Trademarkswinston@wbd-us.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Bond Dickinson (US) LLP		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	104722.170.1		
NAME OF SUBMITTER:	Randel S. Springer		
SIGNATURE:	/Randel S. Springer/		
DATE SIGNED:	04/25/2023		
Total Attachments: 9			
source=Fullsteam - Approach - IP Assignment#page1.tif			
source=Fullsteam - Approach - IP Assignment#page2.tif			
source=Fullsteam - Approach - IP Assignment#page3.tif			

CH \$40.00 97166472

source=Fullsteam - Approach - IP Assignment#page4.tif
source=Fullsteam - Approach - IP Assignment#page5.tif
source=Fullsteam - Approach - IP Assignment#page6.tif
source=Fullsteam - Approach - IP Assignment#page7.tif
source=Fullsteam - Approach - IP Assignment#page8.tif
source=Fullsteam - Approach - IP Assignment#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of January 31, 2023, is made by and between Approach Software LLC, a Delaware limited liability company (“Assignee”), and Tile Five, LLC, a Kansas 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), Fullsteam Operations, LLC, a Delaware limited liability company (“Parent of Buyer”), and the members of the Seller party thereto (each a “Founder” and collectively “Founders”) (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.

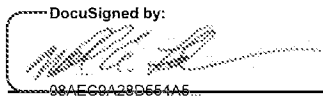
ASSIGNOR:

Tile Five, LLC

By: _____
Name:
Title:

ASSIGNEE:

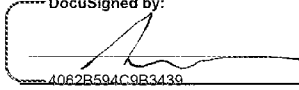
Approach Software LLC

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:

Tile Five, LLC

By: 
Name: Andrew Potter
Title: Co-Founder

ASSIGNEE:

Approach Software LLC

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

Schedule 1
Transferred Intellectual Property

- THE APPROACH APPLICATION CLOUD in its entirety including but not limited to
 - All repositories and code base
 - All Amazon and Google environments which is where the code is deployed
 - this includes and is not limited to
 - All deployments of the code base within these environments
 - All databases within the environment(s)
 - All data in the environment,
 - All configurations and networking
 - All automations and jobs
 - Everything that is used to run the day to day operations of the Approach platform for Seller's client base
 - All domains used and connected to the current infrastructure, including all domain names listed in Exhibit A.
- All supplementary third-party development tools and the processes documented and use therein
 - Jira, Slack accounts, Gmail/Google Drive, Coda.io
- Hubspot and the public knowledge base which house all public documentation for all the clients.
- The trademark application to register the APPROACH trademark with the United States Patent and Trademark Office as listed on Exhibit A.
- All written documentation associated with the Approach platform, Seller's marketing materials or Seller's online webpages.

Exhibit A

Registered Intellectual Property

APPROACH trademark application (US No. 97166472 filed December 10, 2021, with the United States Patent and Trademark Office)

Generated on: This page was generated by TSDR on 2023-01-10 10:20:12 EST

Mark: APPROACH

APPROACH

US Serial Number: 97189472

Application Filing Date: Dec. 10, 2021

Register: Principal

Mark Type: Service Mark

TMS Common Status Descriptor:



LIVE/APPLICATION/Under Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.

Status: A non-final Office action has been sent (issued) to the applicant. This is a letter from the examining attorney requiring additional information and/or making an initial refusal. The applicant must respond to this Office action. To view all documents in this file, click on the Trademark Document Retrieval link at the top of this page.

Status Date: Sep. 28, 2022

Mark Information

Mark Literal Elements: APPROACH

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: A - STANDARD CHARACTER MARK

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [] indicate deleted goods/services.
- Dotted parentheses () identify any goods/services not claimed in a Section 15 affidavit of incontestability, and
- Asterisks * identify additional (new) wording in the goods/services.

For: Software as a service (SAAS) services featuring software for achieving operational efficiency and strategic objectives, namely, enterprise-class operations software being accounting software, online financial processing software, website content management software, reporting and data analysis software, and software for customer relationship management and driving customer engagement and retention; Software as a service (SAAS) services featuring software that allow allow for the management and scheduling of group and individual workouts, allow member relationship management and member engagement and retention; Software as a service (SAAS) services featuring software for appointment and reservation scheduling, calendaring, customer service management, billing and payment management, and business management; providing a website featuring resources, namely, non-downloadable software for database management, communication, and scheduling within the fitness industry; Application service provider featuring application programming interface (API) software for integrating e-commerce, business, transactional, financial, operations management, member and customer engagement, and data analytics information and functionality into other software and platforms; Consulting services in the field of software and software integration, software integration services, software and services to provide for the sharing and coordination of data among software systems and applications; providing online, non-downloadable computer software to assist organizations in achieving operational efficiency and strategic objectives, namely, enterprise-class operations software, accounting software, online financial processing software, website content management software, and reporting and data analysis software; all of the foregoing provided to others in the health, fitness, recreation, and sport club industries and other membership-based organizations

International Class(es): 042 - Primary Class

U.S. Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

Basis Information (Case Level)

peoplecount.app	luke@tilefive.com	March 17, 2023
peoplecount.live	luke@tilefive.com	March 17, 2023
peoplecount.online	luke@tilefive.com	May 23, 2023
peoplecount.space	luke@tilefive.com	March 17 2023
peoplecount.today	luke@tilefive.com	May 23, 2023
peoplecount.world	luke@tilefive.com	May 23, 2023

- go daddy

Domain Name	Registrant	Renewal Date
approachclimbing.com	luke@tilefive.com	March 3, 2023
approach.yoga	luke@tilefive.com	July 24, 2023