

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rubber Tree Systems LLC		05/12/2023	Limited Liability Company: OHIO
WTWO, LLC		05/12/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Cordance Operations LLC		
Street Address:	16 W. Martin Street		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3837093	WAREHOUSE TWO	
Registration Number:	3475154	EXECUKEYS	
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:	tmdocketing@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:	06/06/2023		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of May 12, 2023, is made by and among Cordance Operations LLC, a Delaware limited liability company (“Assignee”), Rubber Tree Systems LLC, an Ohio limited liability company (“Rubber Tree”), and WTWO, LLC, an Ohio limited liability company (“WarehouseTWO” and collectively with Rubber Tree, “Assignors” and each of Rubber Tree and WarehouseTWO, an “Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee (as Buyer thereunder), Assignors (as Sellers thereunder), and the members of Sellers (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 Assignors have agreed to transfer, assign and deliver all of such Assignors’ 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. Assignors hereby sell, assign, transfer and set over to Assignee all Intellectual Property and Intellectual Property Rights of Assignors, including, without limitation, their 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 businesses 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 Assignors 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. Assignors hereby authorize and request 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 Assignors are not assigning or selling, and the Assignee is not purchasing, any of the Assignors’ right, title, or interest in or to any of the Excluded Assets, all of which will remain the sole and exclusive property of Assignors 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, Assignors 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.

ASSIGNORS:

RUBBER TREE SYSTEMS LLC

By: 
Name: Brian Kazmierczak
Title: President

WTWO, LLC

By: 
Name: Brian Kazmierczak
Title: President

ASSIGNEE:

CORDANCE OPERATIONS LLC

By: _____
Name: Dan Savage
Title: Chief Financial Officer

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

ASSIGNORS:

RUBBER TREE SYSTEMS LLC

By: _____
Name: Brian Kazmierczak
Title: President

WTWO, LLC

By: _____
Name: Brian Kazmierczak
Title: President

ASSIGNEE:

CORDANCE OPERATIONS LLC

By:  _____
Name: Dan Savage
Title: Chief Financial Officer

SCHEDULE 1

1. U.S. Registered Trademarks:

Mark	Reg. No. (Reg. Date)	App. No. (App. Date)	Record owner
WarehouseTWO	3837093 (Aug. 24, 2010)	77870693 (Nov. 11, 2009)	WTWO, LLC DBA WAREHOUSE TWO
ExecuKeys	3475154 (July 29, 2008)	77254753 (Aug. 14, 2007)	Rubber Tree Systems LLC

2. Unregistered Trademarks:



3. Domain Names (and all content of the associated web sites):

- a. Rubbertreesystems.net
- b. Warehousetwo.com
- c. Rubbertree.app

5. All trade secrets and proprietary information owned by Rubber Tree Systems LLC and WTWO, LLC DBA WarehouseTWO,

6. All right, title and interest in and to all software owned by Rubber Tree Systems LLC and WTWO, LLC DBA WarehouseTWO, including without limitation the following software:

- a. Rubber Tree Legacy Mobile Sales Software
- b. Rubber Tree Mobile Sales & Dashboards Software
- c. Rubbertree.app Platform Software
- d. ValueDocs Software
- e. ExecuKeys Software
- f. FlashReview Software
- g. Custom Parker PN Lookup Software
- h. Custom All Printing Resources Dashboard Software
- i. InControl
- j. WebQuery Software License
- k. WarehouseTWO Software