

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822760

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Maple Consulting, Inc.		06/27/2023	Corporation: TEXAS
Red Maple Press, Inc.		06/27/2023	Corporation: TEXAS
Red Maple Technologies, Inc.		06/27/2023	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	Red Maple Holdings, LLC		
Street Address:	43155 Main Street, Suite 2310-C		
City:	Novi		
State/Country:	MICHIGAN		
Postal Code:	48375		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2402024	RED MAPLE TECHNOLOGIES	
Registration Number:	3869570	RED MAPLE	
Registration Number:	3849960		
Registration Number:	2402025	RED MAPLE PRESS	
Registration Number:	3937547	RED MAPLE	
Registration Number:	3992459		
Registration Number:	5823520	STAGEDPAY	
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:	202.739.5085		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Kiran Jassal		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004-2541		
ATTORNEY DOCKET NUMBER:	126487-0019		

CH \$190.00 2402024

NAME OF SUBMITTER:	Kiran Jassal
SIGNATURE:	/Kiran Jassal/
DATE SIGNED:	07/07/2023
Total Attachments: 16 source=Red Maple - IP Assignment#page1.tif source=Red Maple - IP Assignment#page2.tif source=Red Maple - IP Assignment#page3.tif source=Red Maple - IP Assignment#page4.tif source=Red Maple - IP Assignment#page5.tif source=Red Maple - IP Assignment#page6.tif source=Red Maple - IP Assignment#page7.tif source=Red Maple - IP Assignment#page8.tif source=Red Maple - IP Assignment#page9.tif source=Red Maple - IP Assignment#page10.tif source=Red Maple - IP Assignment#page11.tif source=Red Maple - IP Assignment#page12.tif source=Red Maple - IP Assignment#page13.tif source=Red Maple - IP Assignment#page14.tif source=Red Maple - IP Assignment#page15.tif source=Red Maple - IP Assignment#page16.tif	

CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT

THIS CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of June 27, 2023 by and among Red Maple Consulting, Inc., a Texas corporation (“RM Consulting”), Red Maple Press, Inc., a Texas corporation (“RM Press”), and Red Maple Technologies, Inc., a Texas corporation (“RM Technologies” and together with RM Consulting and RM Press, the “Assignors”) and Red Maple Holdings, LLC, a Delaware limited liability company (the “Assignee”). Assignor and Assignee are each referred to herein as a “Party” and collectively herein as the “Parties.”

WHEREAS, Assignors and Assignee (and the other parties thereto) have entered into that certain Asset Purchase Agreement, dated as of June 27, 2023 (the “Purchase Agreement”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the Assignors agreed to, among other things, sell, assign, transfer, convey and deliver to the Assignee all of the Assignors’ right, title, and interest in, to, and under all Owned Intellectual Property, including without limitation the Intellectual Property listed on Schedule A (collectively referred to as the “Assigned Intellectual Property”).

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The following terms shall have the meanings set forth below. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Purchase Agreement.

a. “Intellectual Property” means any and all of the following in any jurisdiction throughout the world, including: (i) patents, patent applications, patent disclosures and inventions (whether or not reduced to practice); (ii) trademarks, service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), Internet domain names, IP addresses, internet and mobile account names (including social media names, “tags,” and “handles”) and other source indicators, together with all goodwill associated with each of the foregoing (but not including personal social media names and accounts for any individual); (iii) copyrights and copyrightable works, including computer software; (iv) confidential information, proprietary information and trade secrets, including know how, ideas, source code, object code, inventions, designs, technology, tools, methods, processes, specifications, technical data, databases, data collections, research and development, customer lists, supplier lists, pricing and cost information and business and marketing plans and proposals; (v) rights of privacy and publicity, and moral and economic rights of authors and inventors, however denominated; (vi) registrations and applications for registration, together with all reissuances, continuations, continuations-in-part, revisions, extensions, reexaminations, and renewals, for any of the foregoing; (vii) other similar proprietary and intangible rights; (viii) all causes of action (resulting from past, current and future infringement thereof), damages, and remedies relating to any and all of the foregoing; and (ix) all copies and tangible embodiments of the foregoing.

b. "Law" means any statute, law (including common law), constitution, treaty, ordinance, code, order, decree, judgment, rule, regulation and any other binding requirement or determination of any governmental entity.

c. "Lien" shall mean any mortgage, lien, pledge, charge, security interest, adverse claim or other encumbrance in respect of such property or asset.

d. "Owned Intellectual Property" shall mean all Intellectual Property owned or purported to be owned by any of the Assignors.

e. "Permitted Liens" shall mean (i) rights of licensors and lessors of the Purchased Assets which are subject to license, (ii) Liens for Taxes not yet due and payable, and (iii) mechanics', carriers', workmen's, repairmen's or other like Liens arising or incurred in the ordinary course of business.

2. The Assignors hereby confirm that they sold, conveyed, transferred, assigned, and delivered to the Assignee, and its successors and assigns, and Assignee hereby confirms that it has purchased, acquired, and accepted from Assignors, free and clear of any Liens (other than Permitted Liens) in accordance with and subject to the Purchase Agreement, dated as of the date hereof, by and among Buyer, Sellers and the other parties thereto, all of Assignors' right, title, and interest in, to, and under the Assigned Intellectual Property, including all goodwill associated therewith, all copyrights included therein, all royalties, fees, future income, payments, and other proceeds now or hereafter due or payable with respect thereto, and all rights to sue and recover remedies resulting from the past and future infringement thereof, whether accruing before, on or after the date hereof.

Nothing expressed or implied in this Assignment shall be deemed to be an assignment of any Excluded Assets and all Excluded Assets shall remain the property of the Assignors.

3. Assignors hereby authorize 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 Assignment upon request by Assignee. The Assignors shall, for no additional consideration, execute and deliver any and all instruments and documents, including confirmatory assignments suitable for recording in the relevant international jurisdictions, and take such further actions as may be necessary or reasonably requested by the Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that the Assignee shall be solely responsible for filing and recording such documents. Without limiting the foregoing, Assignors shall, for no additional consideration, take all steps as may be reasonably necessary to effect assignment and transfer of any domain names included in the Assigned Intellectual Property in accordance with the domain name transfer procedures of the applicable registrar(s) for such domain names, including (a) executing applicable domain name registrar transfer agreements or (b) arranging for the domain names to be unlocked in preparation for its transfer to Assignee, and providing Assignee with the EPP domain authorization code and any other authorization code that Assignee will need to initiate the transfer of the domain names to the Assignee.

4. For purposes of this Assignment, the word “include”, “includes”, and “including” when used in this Agreement shall be deemed to be followed by the words “without limitation”, unless otherwise specified. A reference to any Party to this Agreement or any other agreement or document shall include such Party’s predecessors, successors and permitted assigns. Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder. Except as otherwise set forth herein, all accounting terms used and not defined herein shall have the respective meanings given to them under GAAP.

5. This Assignment shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice of Law or conflict of Laws rules or provisions that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

6. Each Party irrevocably submits to the exclusive jurisdiction of (a) the State of Delaware, and (b) the United States District Court for the District of Delaware, for the purposes of any action arising out of this Agreement or any transaction contemplated hereby. Each Party agrees to commence any such action either in the United States District Court for the District of Delaware or if such action may not be brought in such court for jurisdictional reasons, in the state courts of the State of Delaware. Each Party further agrees that service of any process, summons, notice or document by U.S. registered mail to such Party’s respective address set forth above shall be effective service of process for any action in the State of Delaware with respect to any matters to which it has submitted to jurisdiction in this Section 6. Each Party irrevocably and unconditionally waives any objection to the laying of venue of any action arising out of this Agreement or the transactions contemplated hereby in the State of Delaware, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

7. Any provision of this Assignment which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

8. This Assignment may be executed in any number of counterparts and delivered via facsimile, email or other means of electronic transmission, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument and an execution by electronic signature shall have the same force and effect as a manual signature.

9. To the extent any term, condition, or provision of this Assignment is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control. Nothing in this Assignment, express or implied, is intended or shall be construed to expand, alter, modify, amend, defeat, impair or limit, in any

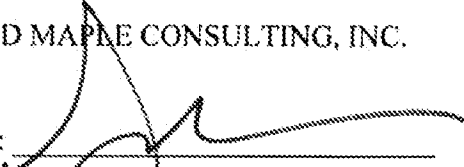
way, the rights, obligations, claims or remedies of Assignee or the Assignors as set forth in the Purchase Agreement or any other agreement delivered in connection therewith, or the other documents referred to therein.

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IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNORS:

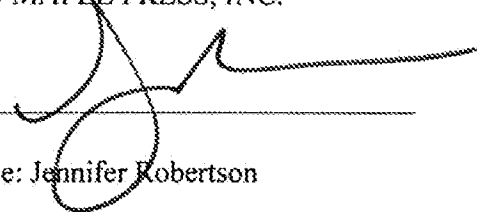
RED MAPLE CONSULTING, INC.

By: 

Name: Jennifer Robertson

Title: President

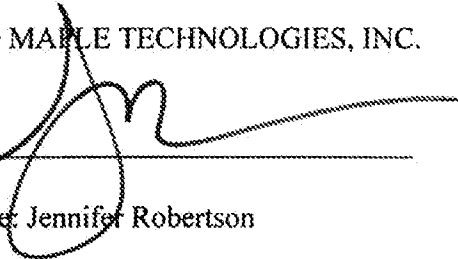
RED MAPLE PRESS, INC.

By: 

Name: Jennifer Robertson

Title: President

RED MAPLE TECHNOLOGIES, INC.

By: 

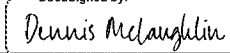
Name: Jennifer Robertson

Title: President

{Signature Page to IP Assignment}

ASSIGNEE:

RED MAPLE HOLDINGS, LLC

By: DocuSigned by:

46C4FA36A2FB4C8

Name: Dennis McLaughlin

Title: Chief Financial Officer

[Signature Page to IP Assignment]

Schedule A
Assigned Intellectual Property


(See Attached)

(i) Registered Owned Intellectual Property

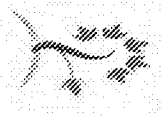

A. Patents:

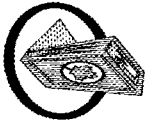
PATENT	OWNER	INVENTOR	APPLICATION/ REGISTRATION NUMBER	ISSUE DATE	JURISDICTION	NEXT DEADLINE
Securing Private User Information in Multi-Party Hosted Computing Device Transaction	Red Maple Press, Inc.	Patrick G. Hodo	U.S Patent No. 10,853,818	12/1/2020	United States	June 1, 2024

B. Trademarks:

TRADEMARK	OWNER	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE	JURISDICTION	CLASS/GOODS	NEXT DEADLINE
RED MAPLE TECHNOLOGIES (word)	Red Maple Technologies, Inc.	75/852,521	11/15/1999	2,402,024	11/7/2000	UNITED STATES	042 - Consulting services in the field of computer hardware software, and operating documentation for computer hardware and software for others	11/7/2030
RED MAPLE	Red Maple Technologies, Inc.	77/935,745	2/15/2010	3,869,570	11/2/2010	UNITED STATES	009 - Computer software for use in business process management, financial reporting and analysis, financial management, and sales and trade management	11/2/2030
(DESIGN) RED MAPLE LOGO	Red Maple Technologies, Inc.	77/935,778	2/15/2010	3,849,960	9/21/2010	UNITED STATES	009 - Computer software for use in business process management, financial reporting and analysis, financial management, and sales and trade management	9/21/2030
	Red Maple Technologies, Inc.	75/852,524	11/15/1999	2,402,025	11/7/2000	UNITED STATES	009 - COMPUTER SOFTWARE MANUALS IN THE FIELD OF ACCOUNTING AND BOOKKEEPING	11/7/2030

TRADEMARK	OWNER	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE	JANISYCE/REG'D	CLASS/GOODS	TERM
RED MAPLE	Red Maple Technologies, Inc.	85/092,866	7/26/2010	3,937,547	3/29/2011	UNITED STATES	042 - Computer consulting services in the field of the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	3/29/2031
RED MAPLE DESIGN (color)	Red Maple Technologies, Inc.	85/093,579	7/27/2010	3,992,459	7/12/2011	UNITED STATES	042 - Computer consulting services in the field of the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	7/12/2031
RED MAPLE (word)	Red Maple Technologies, Inc.	517783	8/20/2020	2,556,570	8/20/2010	UNITED KINGDOM	009 - Computer software for use in business process management, financial reporting and analysis, financial management, and sales and trade management 042 - Consulting services generally, including consulting services related to the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	8/20/2030

TRADEMARK	OWNER	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	CLASS DATE	JANISYPERIOD	CLASS GROUPS	MARK DATE
	Red Maple Technologies, Inc.	517786	8/20/2010	2,556,568	8/20/2010	UNITED KINGDOM	009 - Computer software for use in business process management, financial reporting and analysis, financial management, and sales and trade management 042 - Consulting services generally, including consulting services related to the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	8/20/2030
	Red Maple Technologies, Inc.	1,056,819	4/27/2000	TMA572,737	12/20/2002	CANADA	009 - Computer software for use in business process management, financial reporting and analysis including business analytics and accounting software, financial management, and sales and trade management; computer software for the provision of cloud-based, hosted software solutions for use in business process management, financial reporting and analysis, financial management, and sales and trade management. 042 - Consulting services related to the use, development and customization of software for business process management, financial reporting and analysis including business analytics and accounting software, financial management, and sales and trade management and system implementation for all of the aforesaid.	8/20/2030
RED MAPLE PRESS	Red Maple Press, Inc.	1,056,820	4/27/2000	TMA572,400	12/17/2002	CANADA	009 - Electrical, scientific and teaching apparatus and software 016 - Paper and printed goods	12/17/2032



TRADEMARK	OWNER	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE	JANISYCE/REG'D	CLASS/GOODS	MARK DATE
BOOK & MAPLE LEAF DESIGN	Red Maple Press, Inc.	1,056,821	4/27/2000	TMA572,399	12/17/2002	CANADA	009 - Electrical, scientific and teaching apparatus and software 016 - Paper and printed goods	12/17/2032
RED MAPLE TECHNOLOGIES	Red Maple Press, Inc.	1,056,818	4/27/2000	TMA572,690	12/19/2002	CANADA	042 - Consulting services in the field of computer hardware, software and documentation.	12/19/2032
RED MAPLE	Red Maple Technologies, Inc.	009688458	1/26/2011	009688458	1/26/2011	EUROPEAN UNION (EUTM & RCD)	042 - Consulting services related to the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	1/26/2031
RED MAPLE	Red Maple Technologies, Inc.	UK00909688458	1/26/2011	UK00909688458	1/26/2011	UNITED KINGDOM	42 - Consulting services related to the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	1/26/2031
RED MAPLE (BENELUX)	Red Maple Technologies, Inc.			1066935	1/25/2011	WIPO	009 - Computer software for use in business process management, financial reporting and analysis, financial management, and sales and trade management	1/25/2031
RED MAPLE (BENELUX)	Red Maple Technologies, Inc.			1068066	1/25/2011	WIPO	042 - Computer consulting services in the field of the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	1/25/2031

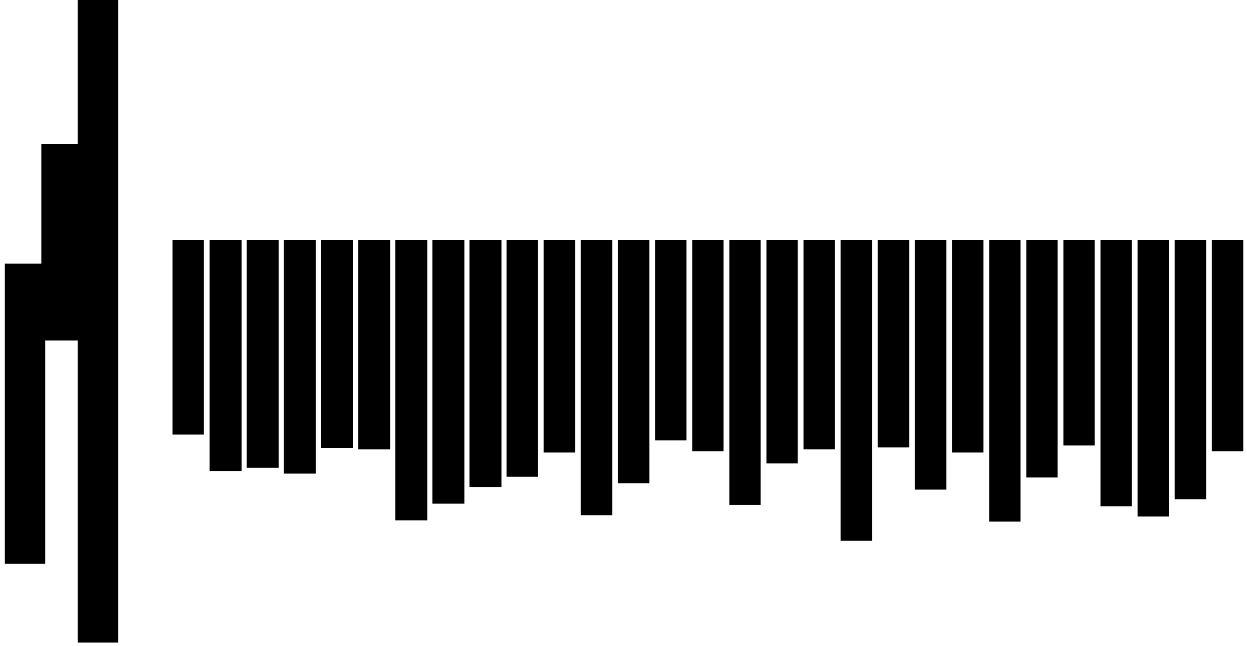
TRADEMARK	OWNER	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	ISSUE DATE	INTERNATIONAL CLASSIFICATION	CLASS/GOODS	TERM DATES
RED MAPLE (DENMARK)	Red Maple Technologies, Inc.			1068066	1/25/2011	WIPO	042 - Computer consulting services in the field of the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	1/25/2031
RED MAPLE (NORWAY)	Red Maple Technologies, Inc.			1068066	1/25/2011	WIPO	042 - Computer consulting services in the field of the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	1/25/2031
RED MAPLE (SWEDEN)	Red Maple Technologies, Inc.			1068066	1/25/2011	WIPO	042 - Computer consulting services in the field of the use, development and customization of software for business process management, financial reporting and analysis, financial management, and sales and trade management	1/25/2031
STAGEDPLAY	Red Maple Press, Inc.	87548304	7/29/2017	5823520	7/30/2019	UNITED STATES	09 - computer software for use in credit card processing. 36- credit card payment processing services 42 - Providing a web site featuring temporary use of non-downloadable software for credit card processing.	7/30/2025

C. Copyrights:

None



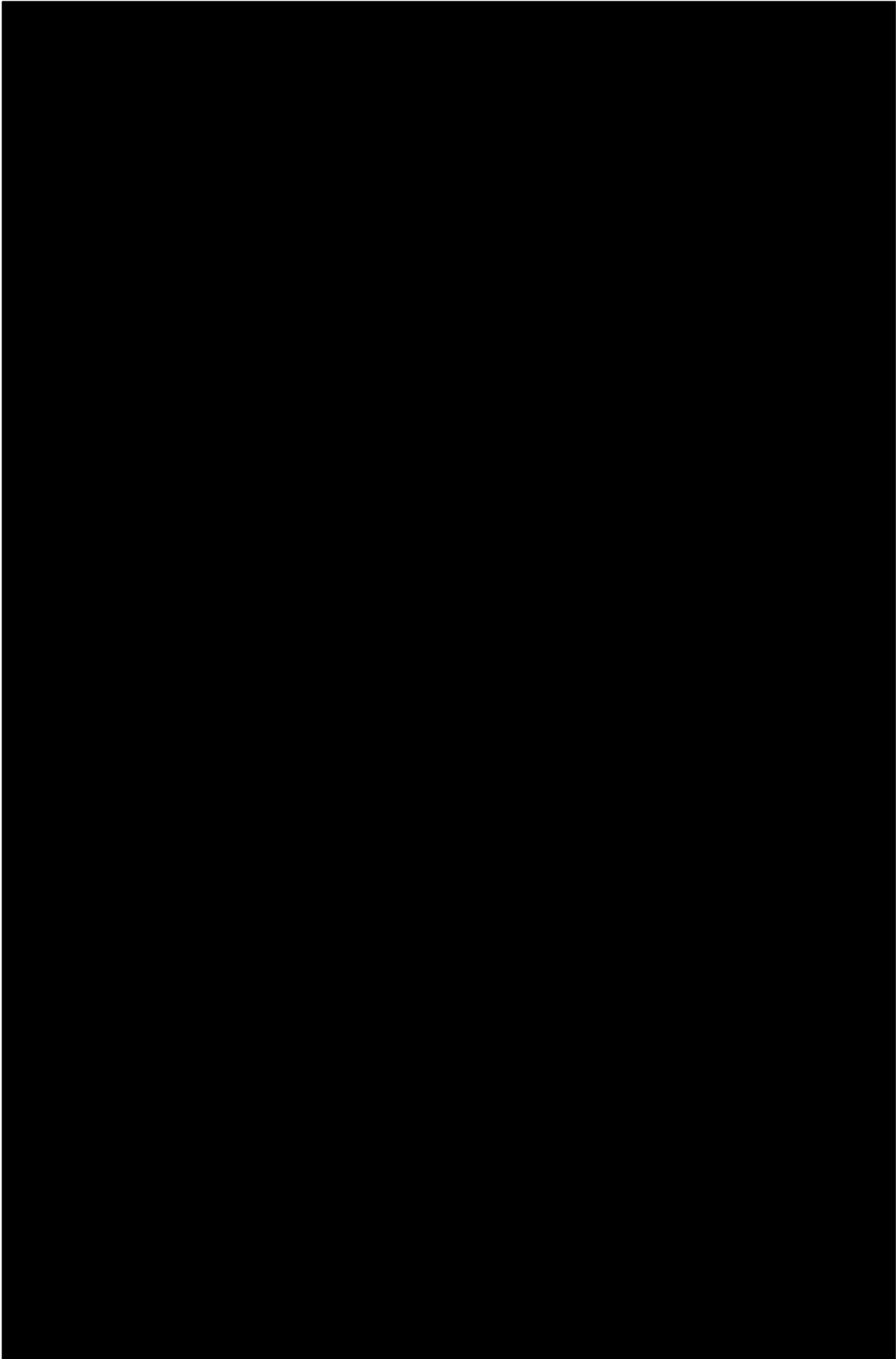
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