

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM153672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpeedyDock, LLC		01/31/2024	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Company Name:	SpeedyDock Software LLC		
Street Address:	540 Devall Dr., 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:	5264753	SPEEDYDOCK	
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:	7043778156		
Email:	jcarusone@robinsonbradshaw.com		
Correspondent Name:	Jennifer Carusone		
Address Line 1:	101 N. Tryon Street, Suite 1900		
Address Line 2:	Robinson, Bradshaw & Hinson, P.A.		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		
ATTORNEY DOCKET NUMBER:	28787.00012		
NAME OF SUBMITTER:	JENNIFER CARUSONE		
SIGNATURE:	JENNIFER CARUSONE		
DATE SIGNED:	02/27/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

JANUARY 31, 2024

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of the date first set forth above, is made by and between SpeedyDock Software LLC, a Delaware limited liability company (“Assignee”), and SpeedyDock, LLC, a Florida limited liability company (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee, Assignor, and the sole owner of Seller (the “Purchase Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, 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 Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing recital, the mutual representations, warranties, covenants and agreements contained in the Purchase Agreement and in each of the other documents contemplated thereby, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s right, title and interest throughout to the world in and to the Intellectual Property and Intellectual Property Rights of Assignor that constitutes Transferred Intellectual Property, including the Transferred Intellectual Property set forth on Annex A hereto), together with (a) the goodwill of the business symbolized by the Transferred Intellectual Property therein, (b) any registrations that issue from pending applications and any renewals and extensions thereof (c) all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof and (d) all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, in all cases, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

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 Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. 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.

4. Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement. 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.

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

[Signature page follows]

IN WITNESS WHEREOF, the parties hereby execute and deliver this Agreement as of the date first set forth above.

ASSIGNOR:

SPEEDYDOCK, LLC

By: 
Name: Travis Wolfe
Title: Chief Executive Officer

ASSIGNEE:

SPEEDYDOCK SOFTWARE LLC


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

IN WITNESS WHEREOF, the parties hereby execute and deliver this Agreement as of the date first set forth above.


ASSIGNOR:
SPEEDYDOCK, LLC

By: _____
Name: Travis Wolfe
Title: Chief Executive Officer

ASSIGNEE:
SPEEDYDOCK SOFTWARE LLC

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

Annex A

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Goods/Services
 SPEEDY DOCK	87276864	Dec 21, 2016	5264753	Aug 15, 2017	IC 009: Computer application software for mobile phones, portable media players, handheld computers, namely, software for optimizing marina operations.