

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI106266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Influitive Corporation		12/21/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	Jigsaw Software, LLC		
Street Address:	911 Ranch Road 620		
Internal Address:	Suite 206		
City:	Lakeway		
State/Country:	TEXAS		
Postal Code:	78734		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4604355	INFLUITIVE	
Registration Number:	4661219	ADVOCATEHUB	
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:	6125526094		
Email:	leigh.rand@jonespross.com		
Correspondent Name:	Leigh Rand		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	LEIGH RAND		
SIGNATURE:	LEIGH RAND		
DATE SIGNED:	03/19/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is entered into this 21st day of December, 2023 (the “Effective Date”) by and between Influitive Corporation, a corporation organized under the laws of the province of Ontario, having an address of 355 Adelaide Street West, Suite 100, Toronto, Ontario Canada M5V 1S2 (“Assignor”), and Jigsaw Software, LLC, a Delaware limited liability company, having an address of 2028 E. Ben White Boulevard, Suite 240-2650, Austin, Texas 78741 (“Assignee,” and collectively with Assignor, the “Parties,” and each a “Party”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of December 21, 2023 (the “Purchase Agreement”);

WHEREAS, Assignor is the owner of all trademarks marks listed on Schedule A hereto and all goodwill of the business associated therewith and symbolized thereby (the “Assigned Marks”);

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, among other things, all of Assignor’s right, title and interest in and to the Assigned Marks; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Subject to and conditional upon the consummation of the transactions described in the Purchase Agreement, Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Marks, including without limitation any registrations or applications therefor (as set forth on Schedule A), any renewals thereof, any common law rights to such Assigned Marks, all goodwill of the business associated therewith and symbolized by the Assigned Marks, and the right to sue and to collect damages and payments for claims of past, present, and future infringement or misappropriation thereof accruing on and after the Effective Date except to the extent relating to or arising out of any Excluded Asset or Excluded Liability.

2. Recordation. Subject to and conditional upon the consummation of the transactions described in the Purchase Agreement, Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks, the foreign equivalent, as the case may be, to record Assignee as owner of the Assigned Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

4. Governing Law; Jurisdiction. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

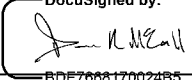
5. Entire Agreement; Counterparts. This is subject in all respects to the terms and conditions of the Purchase Agreement and nothing herein, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms, representations and warranties or covenants contained in the Purchase Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Purchase Agreement. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Assignment may be executed in counterparts, each of which when taken together shall constitute an original. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Assignment shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.

[Remainder of page left intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNOR

INFLUITIVE CORPORATION

DocuSigned by:

By: _____
Name: Dan McCall
Title: Chief Executive Officer

ASSIGNEE


JIGSAW SOFTWARE, LLC

By: _____
Name: Andrew S. Price
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their duly authorized representatives on the Effective Date above.

ASSIGNEE:

JIGSAW SOFTWARE, LLC

By:  _____

Name: Andrew S. Price

Title: Chief Financial Officer

Signature page to Trademark Assignment Agreement

TRADEMARK
REEL: 008373 FRAME: 0918

SCHEDULE A

Trademark	Country	Status	Application	Registration	Owner Name
AdvocateHub	Canada	Registered	App 01-AUG-2013 App 1637893	Reg 29-JUN-2015 Reg TMA907501	Influitive Corporation
INFLUITIVE	Canada	Registered	App 01-AUG-2013 App 1637894	Reg 29-JUN-2015 Reg TMA907502	Influitive Corporation
INFLUITIVE	European Union	Registered	App 08-AUG-2013 App 12053674	Reg 05-JAN-2014 Reg 012053674	Influitive Corporation
AdvocateHub	European Union	Registered	App 08-AUG-2013 App 12053716	Reg 05-JAN-2014 Reg 012053716	Influitive Corporation
INFLUITIVE	United Kingdom	Registered	App 08-AUG-2013 App UK00912053674	Reg 05-JAN-2014 Reg UK00912053674	Influitive Corporation
AdvocateHub	United Kingdom	Registered	App 08-AUG-2013 App UK00912053716	Reg 05-JAN-2014 Reg UK00912053716	Influitive Corporation
INFLUITIVE	United States	Registered	App 04-SEP-2013 App 86055095	Reg 16-SEP-2014 Reg 4604355	Influitive Corporation
ADVOCATEHUB	United States	Registered	App 04-SEP-2013 App 86055185	Reg 23-DEC-2014 Reg 4661219	Influitive Corporation