

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM1212992

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Marlyn Group, L.L.C.		05/03/2024	Limited Liability Company: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	netPark Software LLC		
<b>Street Address:</b>	c/o Fullsteam Operations LLC		
<b>Internal Address:</b>	540 Devall Drive, Suite 301		
<b>City:</b>	Auburn		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	36832		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4632997	THE MARLYN GROUP	
<b>Registration Number:</b>	5992625	ZEPHIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(704)350-6303		
<b>Email:</b>	TMDocketing@wbd-us.com, Trademarkswinston@wbd-us.com		
<b>Correspondent Name:</b>	Michael A. Tobin		
<b>Address Line 1:</b>	301 S. College Center		
<b>Address Line 2:</b>	301 S. College Street, Suite 3500		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	104722.51.9		
<b>NAME OF SUBMITTER:</b>	Laurie Ricci		
<b>SIGNATURE:</b>	Laurie Ricci		
<b>DATE SIGNED:</b>	05/06/2024		
<b>Total Attachments: 6</b>			
source=Fullsteam - Zephire - IP Assignment Agreement - Executed#page1.tif			

CH \$65.00.00 85824644

source=Fullsteam - Zephire - IP Assignment Agreement - Executed#page2.tif  
source=Fullsteam - Zephire - IP Assignment Agreement - Executed#page3.tif  
source=Fullsteam - Zephire - IP Assignment Agreement - Executed#page4.tif  
source=Fullsteam - Zephire - IP Assignment Agreement - Executed#page5.tif  
source=Fullsteam - Zephire - IP Assignment Agreement - Executed#page6.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

May 3, 2024

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of the date first set forth above, is made by and between netPark Software LLC, a Delaware limited liability company (“Assignee”), and The Marlyn Group, L.L.C., an Ohio limited liability company (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee, Assignor, Green Hat Software, LLC, a Delaware limited liability company and the Beneficial Owners as named therein (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 herein and 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 Intellectual Property and Intellectual Property Rights of Assignor, including Assignor’s entire right, title and interest throughout the world in and to 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. 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.

4. 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, in each case at the Assignee's sole cost and expense.

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:

THE MARLYN GROUP, L.L.C

By: 

Name: Victoria L. Pero

Title: Principal

ASSIGNEE:

NETPARK SOFTWARE LLC

By: \_\_\_\_\_

Name: Michael A. Lawler

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 008421 FRAME: 0597**

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

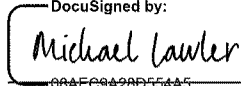
ASSIGNOR:

THE MARLYN GROUP, LLC

By: \_\_\_\_\_  
Name: Victoria L. Pero  
Title: Principal

ASSIGNEE:

NETPARK SOFTWARE LLC

By:  \_\_\_\_\_  
Name: Michael A. Lawler  
Title: Chief Executive Officer

Annex A

(attached)

**Schedule 2.1.6 – Transferred Intellectual Property**

1. U.S. Trademark Registration No. 5,992,625 for “ZEPHIRE” issued by the United States Patent and Trademark Office to Marlyn on February 18, 2020.
2. U.S. Trademark Registration No. 4,632,997 for “THE MARLYN GROUP” issued by the United States Patent and Trademark Office to Marlyn on November 4, 2014.
3. The domain name mgzephire.com.
4. The domain name marlyngroupllc.com.
5. Reference is hereby made to Inbound Licenses listed on Schedule 3.13.2.
6. Ohio Registered Trade Name THE MARLYN GROUP, LLC (for Ohio Entity No. 2110191).
7. The unregistered Trademark:



8. All of Sellers’ rights in the Seller Software, including without limitation, all of each Seller’s Intellectual Property Rights in the products referenced on Schedule 3.13.15(a)