

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM572701

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AgSolver, Inc.		10/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	EFC Systems, Inc.		
Street Address:	9015 Overlook Blvd.		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86931243	AGSOLVER	
Serial Number:	86195724	AGSOLVER	
Serial Number:	86742485	PROSPECTOR	
Serial Number:	86742604		
Serial Number:	86918569	PRECISION BUSINESS PLANNING	
CORRESPONDENCE DATA			
Fax Number:	5152430654		
<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:	515-246-7937		
Email:	angiekenin@davisbrownlaw.com		
Correspondent Name:	Matthew Warner-Blankenship/Davis Brown		
Address Line 1:	215 10th St., Ste. 2500		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	Agsolver/EFC Assign		
NAME OF SUBMITTER:	Matthew Warner-Blankenship		
SIGNATURE:	/mwb/		
DATE SIGNED:	04/20/2020		
Total Attachments: 4			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Assignment*”), dated October 5, 2017, is made by AgSolver, Inc., a Delaware corporation (“*Assignor*”) in favor of EFC Systems, Inc., a Tennessee corporation (“*Assignee*”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated September 30, 2017, by and between Assignor and Assignee (the “*Purchase Agreement*”), Assignor has sold, transferred and assigned to Assignee all of Assignor’s right, title, and interest of Assignor in and to all of Seller’s trademarks, including the marks set forth on **Exhibit A** attached hereto (“*Seller’s Marks*”) and domain name registrations included in the Purchased Assets (collectively with the Seller’s Marks, the “*Purchased IP*”); and

WHEREAS, Assignee is the successor to the portion of the Business to which the Seller’s Marks pertain, and that Business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agree as follows:

1. Definitions. All capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed thereto in the Purchase Agreement.

2. Assignment. Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Purchased IP, including the Seller’s Marks, together with the goodwill of the business symbolized by the Purchased IP, and all other corresponding rights that are or may be secured under the laws of the United States and 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 Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Closing Date or thereafter.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee.

4. Further Assurances. Assignor agrees to execute, acknowledge (where appropriate), and deliver such other or further instruments of transfer or assignment as the other party may reasonably require to confirm the foregoing assignment and assumption, or as may be otherwise reasonably requested by Assignee to carry out the intent and purposes hereof.

5. Effective Time. This Agreement shall be effective as of the Closing Date.

6. Amendment and Waiver. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

7. Third Party Beneficiaries. Except as otherwise expressly set forth in this Assignment, nothing in this Assignment will be construed as giving any person, other than the parties hereto and their respective heirs, executors, administrators, successors-in-interest and permitted assigns, any right, remedy or claim under or in respect of this Assignment or any provision hereof.

8. Purchase Agreement. This Assignment is intended to implement certain provisions of the Purchase Agreement related solely to the Purchased IP and shall not be construed to enhance, extend or limit the rights or obligations of Assignor, Assignee or any other party to the Purchase Agreement under the Purchase Agreement (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities under this Assignment). To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

9. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party hereto may assign either this Assignment or any of its rights, interests or obligations hereunder except in accordance with Section 9.06 of the Purchase Agreement.

10. Governing Law. This Assignment and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

11. Severability. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

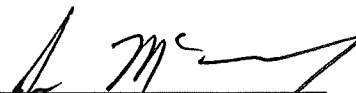
12. Counterparts. This Assignment may be executed via facsimile or via email transmission in .pdf in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed and delivered effective as of the day and year specified above.

ASSIGNOR:

AGSOLVER, INC.

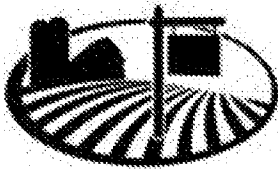
By 

Name: Sean McMurray

Title: President and Chief Executive Officer

Exhibit A

Trademarks

Case Type	Mark	App. Number	Filing Date	Reg. No.	Date Regis.	Status
US Trademark	AgSolver (filed for owner Praxik)	86/195724	2/17/14			Abandoned; refiled application with new services
US Trademark	AgSolver	86/931,243	3/7/16			Suspended
US Trademark	Prospector	86/742,485	8/31/15	5,052,740	10/4/16	Registered
US Trademark		86/742,604	8/31/15	5,052,742	10/4/16	Registered
US Trademark	Precision Business Planning	86/918,569	2/24/16			Suspended