

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3531510

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	COGENCY SOFTWARE, INC.	05/29/2015
RECEIVING PARTY DATA		
Name:	BACKSTOP SOLUTIONS GROUP, LLC	
Street Address:	233 S. WACKER, SUITE 3960	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7590972
CORRESPONDENCE DATA		
Fax Number:	(312)602-5050	
<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:	312-602-5000	
Email:	bcipdocketing@bryancave.com	
Correspondent Name:	MARK A. PASKAR	
Address Line 1:	211 NORTH BROADWAY, SUITE 3600	
Address Line 4:	ST. LOUIS, MISSOURI 63102-2750	
ATTORNEY DOCKET NUMBER:	C079295/0358156	
NAME OF SUBMITTER:	MARK A. PASKAR	
SIGNATURE:	/Mark A. Paskar/	
DATE SIGNED:	09/17/2015	
Total Attachments: 5		
source=IP Assignment Agreement (COGENCY)#page1.tif		
source=IP Assignment Agreement (COGENCY)#page2.tif		
source=IP Assignment Agreement (COGENCY)#page3.tif		
source=IP Assignment Agreement (COGENCY)#page4.tif		
source=IP Assignment Agreement (COGENCY)#page5.tif		

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment Agreement") is made as of May 29, 2015, by and among Cogency Software, Inc., a California corporation ("Seller"), and Backstop Solutions Group, LLC, a Delaware limited liability company ("Buyer"). Capitalized terms used herein that are defined in the Purchase Agreement (as defined below) shall have the meanings ascribed to them in the Purchase Agreement unless otherwise defined herein.

WHEREAS, Buyer, Seller and Jeffrey Axelrod ("Axelrod") are parties to that certain Asset Purchase Agreement dated as of May 29, 2015 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer and assign all of its rights, title and interests in and to all Intellectual Property to Buyer, and Buyer has agreed to accept such transfer and assignment as set forth in the Purchase Agreement;

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Assumption. Seller hereby assigns and transfers to Buyer, and Buyer hereby accepts and assumes all of Seller's rights, title and interests in and to the Intellectual Property, including the Intellectual Property listed on Schedule A attached hereto, applications for registration of the Intellectual Property therefor, and all intangible rights of Seller with respect to the Intellectual Property, including all goodwill associated with the Intellectual Property all in accordance with the terms of the Purchase Agreement.

2. Recordation and Further Assurances. Seller authorizes the United States Patent and Trademark Office to record and register this IP Assignment Agreement. From time to time after the date hereof, upon the reasonable request of any party hereto, the other party or parties hereto shall execute and deliver or cause to be executed and delivered such further instruments of conveyance, assignment, transfer, acceptance and assumption, and take such further action as the requesting party may reasonably request, in order to fully effectuate the purposes, terms and conditions hereof and of the Purchase Agreement.

3. Purchase Agreement. This IP Assignment Agreement is subject, in all respects, to the terms and conditions of the Purchase Agreement. This IP Assignment Agreement shall, in all respects, be construed so that none of the Assumed Liabilities shall be expanded, increased, broadened or enlarged, solely as a result of the execution of this IP Assignment Agreement, as to rights or remedies that third parties would have had against Buyer or Seller had this IP Assignment Agreement not been executed and delivered. If the terms of this IP Assignment Agreement conflict with the terms of the Purchase Agreement, then the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together (when executed and delivered) constitute but one and the same instrument. This IP Assignment Agreement may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format, and any such counterpart executed and delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes.

5. Effectiveness. This IP Assignment Agreement will be effective as of the Closing Date.

6. Benefit; Assignment. This IP Assignment Agreement shall be binding upon and inure to the benefit of Buyer, Seller and Axelrod and their respective successors and permitted assigns. No party to this IP Assignment Agreement may, directly or indirectly, assign this IP Assignment Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other party.

7. Amendment. No amendment, supplement, modification, waiver or termination of this IP Assignment Agreement or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.

8. Headings. The headings set forth in this IP Assignment Agreement are inserted or used for convenience of reference only and shall not control or affect the meaning or construction of the provisions of this IP Assignment Agreement.

9. Governing Law. This IP Assignment Agreement shall be governed, construed and enforced in accordance with the laws of the State of Illinois applicable to contracts made and performed in that State without giving effect to any choice or conflict of law principle, provision or rule, including all matters of construction, interpretation, validity and performance.

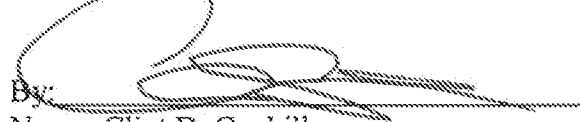
* * * * *

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE NEXT PAGE IS THE
SIGNATURE PAGE]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

BUYER:

BACKSTOP SOLUTIONS GROUP, LLC

By: 

Name: Clint D. Coghill

Title: Chief Executive Officer

SELLER:

COGENCY SOFTWARE, INC.

By: _____

Name: Jeffrey Axelrod

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date first above written.

BUYER:

BACKSTOP SOLUTIONS GROUP, LLC

By: _____
Name: Clint D. Coghill
Title: Chief Executive Officer

SELLER:

COGENCY SOFTWARE, INC.

By: _____
Name: Jeffrey Axelrod
Title: Chief Executive Officer

SCHEDULE A

INTELLECTUAL PROPERTY

Patent

Patent/App. Number	Title	Inventor(s)	Filing Date/Issue Date	Jurisdiction
7,590,972	ROLE-ORIENTED DEVELOPMENT ENVIRONMENT	Jeffrey Axelrod Sameer Shalaby Jay Gitterman William Herndon Jie Deng	October 28, 2004/September 15, 2009	U.S.

Trademark:

Trademark	Juris.	Description of Goods and Services	Serial Number	App. Date	Reg. Number	Reg. Date
COGENCY	U.S.A.	Class 9: computer software for administering, monitoring and controlling computer software business applications and computer networks; database management software; manuals provided with the foregoing Class 42: computer software consulting services; computer software design and development services for others	86642178	May 27, 2015	n/a	n/a