

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6882767

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
FLEET ENGINEERS, INC.	06/01/2018

RECEIVING PARTY DATA

Name:	TRAMEC SLOAN, L.L.C.
Street Address:	534 E. 48TH ST.
City:	HOLLAND
State/Country:	MICHIGAN
Postal Code:	49423

PROPERTY NUMBERS Total: 20

Property Type	Number
Patent Number:	6081966
Patent Number:	6471228
Patent Number:	6604724
Patent Number:	6435462
Patent Number:	6648373
Patent Number:	D595427
Patent Number:	D595428
Patent Number:	D685306
Patent Number:	7073804
Patent Number:	9272741
Patent Number:	7111660
Patent Number:	7810829
Patent Number:	8876164
Patent Number:	7874592
Patent Number:	9004538
Patent Number:	9010401
Patent Number:	9009942
Patent Number:	8066305
Patent Number:	7384071
Patent Number:	8448689

PATENT

CORRESPONDENCE DATA**Fax Number:** (616)742-1010*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.***Phone:** 6167423500**Email:** patents@mcgarrybair.com**Correspondent Name:** G. THOMAS WILLIAMS**Address Line 1:** 45 OTTAWA AVE. SW**Address Line 2:** SUITE 700**Address Line 4:** GRAND RAPIDS, MICHIGAN 49503

ATTORNEY DOCKET NUMBER:	71234-0183
NAME OF SUBMITTER:	G. THOMAS WILLIAMS
SIGNATURE:	/ G. Thomas Williams/
DATE SIGNED:	08/25/2021

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”), effective as of June 1, 2018 (“Effective Date”), is between Tramec Sloan, L.L.C., a Delaware limited liability company, of 534 E 48th St, Holland, Michigan 49423 (“Company”) and Fleet Engineers, Inc., a Michigan corporation, of 1800 E Keating Ave, Muskegon, Michigan 49442 (“Assignor”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

A. Pursuant to that certain Contribution and Asset Purchase Agreement, dated as of June 1, 2018 (as it may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Company, Assignor and the other Fleet signatories thereto, the parties thereto have agreed to effect the acquisition of certain assets of the Assignor, upon the terms and subject to the conditions set forth in the Purchase Agreement;

B. Pursuant to the Purchase Agreement, the execution and delivery of this Assignment Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign all rights it may have in and to the Fleet Intellectual Property Rights, on the terms and subject to the conditions set forth in this Assignment Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Company agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, sets over and conveys to the Company, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to all work and all Fleet Intellectual Property Rights, including without limitation (to the extent included in the Fleet Intellectual Property Rights) all worldwide right, title and interest in and to the following:

(a) utility patents, utility model patents, design patents and industrial designs and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property

protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the "Trademarks"), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, all goodwill associated with any of the foregoing, and any other trademark, service mark or trade dress confusingly similar to any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, software (in object code and source code form), and databases, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A (the "Copyrights"), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) ideas, inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information, including the trade secrets identified in Exhibit A (the "Trade Secrets");

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing (collectively, the "Intellectual Property"), the same to be held and enjoyed by Company, its successors and assigns;

(f) all of Assignor's right to file patent, trademark and copyright applications in the United States and throughout the world for the Intellectual Property in the name of the Company, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Intellectual Property, and all rights corresponding thereto throughout the world for the Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign jurisdictions, whose duty is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Company and to record

Company as owner of the Patents and Trademarks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Company, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide the Company, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by the Company to execute all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid the Company or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Intellectual Property in all jurisdictions and to record the Company as owner of the Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Company, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Assignee in transferring all domain names that are Intellectual Property, including as applicable, placing each of the domain names in “unlocked” status and provide to Company the Internet domain name registrars’ transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor’s right, title and interest in the domain names to Company. Assignor shall not assert any right, title or interest in or to any of the Intellectual Property and shall not use any of the Intellectual Property except as may be expressly authorized by the Company in writing.

5. General.

(a) Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without regard to conflicts of law principles.

(b) Interpretive Matters.

i. Any reference in this Assignment Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

ii. All references in this Assignment Agreement to any “Article” or “Section” are to the corresponding Article or Section of this Assignment Agreement unless otherwise specified.

iii. Words such as “herein,” “hereinafter,” “hereof,” and “hereunder” refer to this Assignment Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

iv. The word “including” or any variation thereof means “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

v. All dollar amounts are in and shall be paid in United States dollars.

(c) Any references in this Assignment Agreement to a Law shall be deemed to mean and include such Law as amended through the date of this Assignment Agreement.

(d) Exhibits and Schedules. The Exhibits and Schedules hereto shall be construed with and as an integral part of this Assignment Agreement to the same effect as if the contents thereof had been set forth verbatim herein.

(e) Headings. The headings used in this Assignment Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Assignment Agreement.

(f) Modifications and Waivers. No change, modification or waiver of any provision of this Assignment Agreement shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by the Company and Assignor. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

(g) Counterparts. This Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment Agreement by facsimile, scanned pages or electronic signature shall be effective as delivery of a manually executed counterpart to this Assignment Agreement.

(h) Entire Agreement. This Assignment Agreement and the Purchase Agreement contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings regarding the subject matter hereof shall be of any force or effect unless in writing, executed by the party to be bound thereby and dated on or after the date hereof.

(i) Binding Agreement. This Assignment Agreement shall be binding on and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

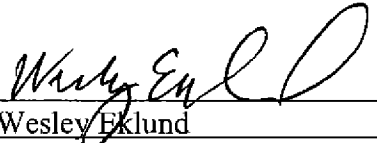
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNOR

COMPANY

FLEET ENGINEERS, INC.

TRAMEC SLOAN, L.L.C.

By: 
Name: Wesley Eklund
Title: President

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

ASSIGNOR

FLEET ENGINEERS, INC.

By: _____

Name: _____

Title: _____

COMPANY

TRAMEC SLOAN, L.L.C.

By: *Gay E. Sull*

Name: Gay E. Sull

Title: CEO

[Signature page to Intellectual Property Assignment Agreement]

Exhibit A

Intellectual Property

- Set forth below is a list of Fleet's Patents

Title	Country Name	Filed Date	Serial #	Issue Date	Patent #	Status
SELF-CENTERING ROLLER HINGE UNIT FOR A ROLL-UP DOOR	UNITED STATES	1/15/1999	09/232,301	7/4/2000	6,081,966	ISSUED
OFFSET MOUNTING BRACKET	UNITED STATES	12/15/2000	09/738,566	10/29/2002	6,471,228	ISSUED
MUDFLAP BRACKET	UNITED STATES	12/15/2000	09/738,525	8/12/2003	6,604,724	ISSUED
UNIVERSAL BRACKET MOUNT	UNITED STATES	12/15/2000	09/738,155	8/20/2002	6,435,462	ISSUED
FENDER ASSEMBLY AND MOUNTING BRACKET ASSEMBLY THEREFOR	UNITED STATES	8/16/2001	09/931,543	11/18/2003	6,648,373	ISSUED
DOOR PANEL	UNITED STATES	4/14/2008	29/306,633	6/30/2009	D595,427	ISSUED
ROLL UP DOOR	UNITED STATES	4/14/2008	29/306,634	6/30/2009	D595,428	ISSUED
DESIGN FOR A DOOR PANEL	CANADA	10/10/2008	128220	11/20/2009	128220	ISSUED
DESIGN FOR A ROLL UP DOOR	CANADA	10/10/2008	128221	11/20/2009	128221	ISSUED
MUDFLAP	UNITED STATES	4/27/2012	29/419,432	7/2/2013	D685,306	ISSUED
MUD FLAP BRACKET ASSEMBLY	CANADA	1/31/2013	2804870			PENDING
OFFSET MOUNTING BRACKET	CANADA	12/18/2000	2328682	11/20/2007	2328682	ISSUED
MUDFLAP BRACKET	CANADA	12/18/2000	2328677	3/18/2008	2328677	ISSUED
SINGLE-BOLT BAR-BRACKET MOUNT	CANADA	12/18/2000	2328683	3/18/2008	2328683	ISSUED
CONSPICUITY PLATE ASSEMBLY	CANADA	12/19/2000	2328802	11/18/2008	2328802	ISSUED

FOR FENDER MOUNTING						
UNIVERSAL BRACKET MOUNT	CANADA	12/20/2000	2329277	3/18/2008	2329277	ISSUED
FENDER ASSEMBLY AND ADJUSTABLE MOUNTING BRACKET THEREFOR	UNITED STATES	11/23/2004	10/904,696	7/11/2006	7,073,804	ISSUED
FENDER ASSEMBLY AND ADJUSTABLE MOUNTING BRACKET THEREFOR	CANADA	1/21/2003	2416956	11/27/2007	2416956	ISSUED
FENDER ASSEMBLY AND MOUNTING CLAMPING MEMBER THEREFOR	AUSTRALIA	2/10/2005	2005200596	7/16/2009	2005200596	ISSUED
FENDER ASSEMBLY AND MOUNTING CLAMP THEREFOR	CANADA	2/10/2005	2496482	11/10/2009	2496482	ISSUED
FENDER ASSEMBLY AND MOUNTING CLAMP THEREFOR	EUROPEAN PATENT CONVENT	2/11/2005	050029628	11/2/2011	1564115	ISSUED
TRAILER SIDE SKIRT ASSEMBLY	ARGENTINA	4/4/2014	P140101488			PUBLISHED
TRAILER SIDE SKIRT ASSEMBLY	UNITED STATES	4/3/2014	14/244,056	3/1/2016	9,272,741	ISSUED
ADJUSTABLE FENDER MOUNT	AUSTRALIA	3/14/2008	2008201214	8/30/2012	2008201214	ISSUED
ADJUSTABLE FENDER MOUNT	NEW ZEALAND	3/19/2008	566803	11/12/2009	566803	ISSUED
ROLL-UP DOOR ASSEMBLY	UNITED STATES	9/9/2003	10/605,114	9/26/2006	7,111,660	ISSUED

ADJUSTABLE FENDER MOUNT	EUROPEAN PATENT CONVENT	3/28/2008	081030777	7/16/2014	1982901	ISSUED
ADJUSTABLE FENDER MOUNT	CANADA	4/2/2008	2628063	5/27/2014	2628063	ISSUED
TRAILER SIDE SKIRT ASSEMBLY	CANADA	4/3/2014	2848174			PENDING
ROLL-UP DOOR ASSEMBLY, BLOW MOLDED PANEL THEREFOR AND METHOD OF MAKING SAME	CANADA	4/7/2009	2661721	6/28/2016	2661721	ISSUED
ROLL-UP DOOR ASSEMBLY, BLOW MOLDED PANEL THEREFOR AND METHOD OF MAKING SAME	UNITED KINGDOM	4/8/2009	09061086	3/20/2013	2459178	ISSUED
A METHOD FOR MAKING A PANEL FOR A ROLL-UP DOOR ASSEMBLY	UNITED KINGDOM	4/8/2009	12221792	4/24/2013	2493890	ISSUED
FENDER ASSEMBLY AND ADJUSTABLE MOUNTING BRACKET THEREFOR	UNITED STATES	7/3/2002	10/064,350	10/12/2010	7,810,829	ISSUED
ROLL-UP DOOR ASSEMBLY, BLOW MOLDED PANEL THEREFOR, AND METHOD OF MAKING SAME	IRELAND	4/14/2009	20090342	1/28/2014	086348	ISSUED
MUD FLAP BRACKET ASSEMBLY	UNITED STATES	2/1/2013	13/756,808	11/4/2014	8,876,164	ISSUED
TRAILER SIDE SKIRT ASSEMBLY	CHILE	4/3/2014	08202014			PENDING
TRAILER SIDE SKIRT ASSEMBLY	BRAZIL	4/3/2014	BR1020140080155			PUBLISHED

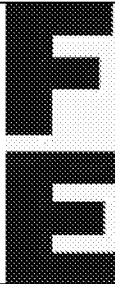
ADJUSTABLE FENDER MOUNT	UNITED STATES	4/16/2007	11/735,767	1/25/2011	7,874,592	ISSUED
DESIGN FOR A MUD FLAP	CANADA	8/23/2012	147104	8/6/2013	147104	ISSUED
FENDER ASSEMBLY AND ADJUSTABLE MOUNTING BRACKET THEREFOR	CANADA	8/28/2001	2356064	5/12/2009	2356064	ISSUED
DESIGN FOR A DOOR PANEL	EUROPEAN UNION (EUTM & RCD)	10/9/2008	001017594	10/9/2008	001017594	ISSUED
DESIGN FOR A ROLL UP DOOR	EUROPEAN UNION (EUTM & RCD)	10/9/2008	001017602	10/9/2008	001017602	ISSUED
AERODYNAMIC MUD FLAP	UNITED STATES	6/5/2013	13/910,491	4/14/2015	9,004,538	ISSUED
ROLL-UP DOOR ASSEMBLY, AND BLOW MOLDED PANEL THEREFOR	UNITED STATES	5/23/2013	13/900,684	4/21/2015	9,010,401	ISSUED
METHOD FOR MAKING A REINFORCED PANEL FOR ROLL-UP DOOR ASSEMBLY	UNITED STATES	5/23/2013	13/900,701	4/21/2015	9,009,942	ISSUED
MUD FLAP BRACKET ASSEMBLY	MEXICO	1/30/2013	MXa2013001244	10/28/2015	334439	ISSUED
AERODYNAMIC MUD FLAP	MEXICO	6/4/2013	MXa2013006298	10/28/2015	334440	ISSUED
ADJUSTABLE FENDER	UNITED STATES	11/15/2010	12/946,444	11/29/2011	8,066,305	ISSUED
TRAILER SIDE SKIRT ASSEMBLY	MEXICO	3/31/2014	MXa2014003934	9/26/2016	342343	ISSUED
FENDER ASSEMBLY AND MOUNTING CLAMP THEREFOR	UNITED STATES	2/9/2005	10/906,215	6/10/2008	7,384,071	ISSUED
LIFTING ANCHOR FOR A CONCRETE SLAB	MEXICO	3/5/2012	MXa2012002781	1/6/2015	326631	ISSUED

ROLL-UP DOOR ASSEMBLY, AND BLOW MOLDED PANEL THEREFOR	UNITED STATES	4/13/2009	12/422,647	5/28/2013	8,448,689	ISSUED
DESIGN FOR A MUDFLAP	EUROPEAN UNION (EUTM & RCD)	8/16/2012	0020888070001	11/16/2012	0020888070001	ISSUED
SELF-CENTERING ROLLER HINGE UNIT FOR A ROLL-UP DOOR	CANADA	11/15/1999	2289825	2/29/2008	2289825	ISSUED
LIFTING ANCHOR FOR A CONCRETE SLAB	CANADA	3/07/2012	2770856		2770856	PENDING

- Set forth below is a list of Fleet's domain names

<http://www.fleetengineers.com/>

- Set forth below is a list of Fleet's registered Trademarks

OWNER	MARK	JURISDICTION	Application No./REGISTRATION NUMBER	Application/REGISTRATION DATE
Fleet Engineers, Inc.		US	4477467	02/04/2014
Fleet Engineers, Inc.	FE	US	4477457	02/04/2014
Fleet Engineers, Inc.	FLEET ENGINEERS	US	4477456	02/04/2014
Fleet Engineers, Inc.	TOUGHTRAK	US	4289194	02/12/2013

Fleet Engineers, Inc.	AEROFLAP	US	4289062	02/12/2013
Fleet Engineers, Incorporated	SPRAY MASTER	US	2955767	05/24/2005
Fleet Engineers, Inc.	X-FLEX	US	2688807	02/18/2003
Fleet Engineers, Incorporated	VIBROWEDGE	US	2678340	04/26/2002
Fleet Engineers, Incorporated	ISO-BLOX	US	2757611	08/26/2003
Fleet Engineers, Inc.	HELLCAT	US	2489434	09/11/2001
Fleet Engineers, Inc.	SPRAY MATE	US	2533627	01/29/2002
Fleet Engineers, Inc.	SAVE-A-LOAD	US	1903497	07/04/1995
Fleet Engineers, Inc.	PIVOTBAR	CANADA	1156317	06/01/2004
Fleet Engineers, Inc.	ISO-BLOX	CANADA	1156316	06/04/2004
Fleet Engineers, Inc.	VIBROWEDGE	CANADA	1156494	07/02/2004
Fleet Engineers, Inc.	ADJUST-A-MOUNT	CANADA	1156493	05/13/2004
Fleet Engineers, Inc.	HELLCAT	CANADA	1079217	10/29/2002
Fleet Engineers, Inc.	MULTI-MOUNT	CANADA	1156492	05/11/2004

Fleet Engineers, Inc.	X-FLEX	CANADA	1156495	05/14/2004
Fleet Engineers, Inc.	SPRAY MATE	EUROPEAN UNION	001605898	05/28/2001
Fleet Engineers, Inc.	X-FLEX	EUROPEAN UNION	002905560	03/29/2004

All common law rights in the following abandoned trademarks:

- PIVOTBAR
- ADJUST-A-MOUNT
- WEATHER ARMOR
- MULTI-MOUNT
- ACCU-TRACK
- ROADKOTE
- ADJUST-A-BRACE

- Set forth below is a list of Software licensed to Fleet
 - a. On-Demand ICARaS SaaS Configuration for Infor Cloudsuite Industrial Systeline Users Agreement by and between Radley Corporation and Fleet dated as of May 25, 2016.
 - b. Software License Agreement by and between Infor (US), Inc. and Fleet dated May 24, 2013.
 - c. Software License Agreement by and between The Lake Companies and Fleet dated as of June 8, 2017.
 - d. AutoDesk – subscription based licensing
 - a. AutoCAD LT
 - b. Product Design & Manufacturing Collection
 - e. Vipre email antivirus
 - a. 70 seats
 - f. ESET desktop anti-virus
 - a. 115 seats
 - g. HR Calendar
 - a. 1 seat

- h. ShoreTel phone system
 - i. BNA fixed assets software
 - a. 1 seat
 - j. Cort payroll by NuView
- (x) Software
- a. On-Demand ICARaS SaaS Configuration for Infor Cloudsuite Industrial Systeline Users Agreement by and between Radley Corporation and Fleet dated as of May 25, 2016.
 - b. Software License Agreement by and between Infor (US), Inc. and Fleet dated May 24, 2013.
 - c. Software License Agreement by and between The Lake Companies and Fleet dated as of June 8, 2017.
 - d. AutoDesk – subscription based licensing
 - (a) AutoCAD LT
 - (b) Product Design & Manufacturing Collection
 - e. Vipre email antivirus
 - (a) 70 seats
 - f. ESET desktop anti-virus
 - (a) 115 seats
 - g. HR Calendar
 - (a) 1 seat
 - h. ShoreTel phone system
 - i. BNA fixed assets software
 - (a) 1 seat
 - j. Cort payroll by NuView