

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505420

<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>
COVALENT WORKS, LP		12/18/2018	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPS COMMERCE, INC.		
<b>Street Address:</b>	333 South 7th Street		
<b>Internal Address:</b>	Suite 1000		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3660703	EDI AS EASY AS EMAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123343312		
<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>	6123343222		
<b>Email:</b>	skoehler@wck.com		
<b>Correspondent Name:</b>	Steven M. Koehler		
<b>Address Line 1:</b>	900 Second Avenue South		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Steven M. Koehler		
<b>SIGNATURE:</b>	/Steven M. KoehleR/		
<b>DATE SIGNED:</b>	01/10/2019		
<b>Total Attachments: 4</b>			
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OP \$40.00 3660703

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of December 18, 2018, by and between SPS Commerce, Inc., a Delaware corporation ("Buyer"), and Covalent Works, LP, a Texas limited partnership ("Seller"). Each capitalized term used, but not defined, herein will have the meaning given to such term in the Asset Purchase Agreement, dated the date hereof, by and among (i) Buyer (ii) Seller, (iii) Steven V. Brewer, a resident of the State of Texas, Steven V. Brewer Family Trust GST, a trust formed under the laws of the State of Texas, (Bruce) Trung Nguyen, a resident of the State of Texas, Jeffrey S. Brewer Living Trust, a trust formed under the laws of the State of Texas, Jeffrey S. Brewer Family Trust GST, a trust formed under the laws of the State of Texas, Kimberly M. Brewer Living Trust, a trust formed under the laws of the State of Texas, and BSI-Wilson, LLC, a Delaware limited liability company, and (iv) solely for purposes of the provisions of Section 6.3, 6.6, 8.3(h) and Article 9 of the Asset Purchase Agreement, Jeffrey S. Brewer and Kimberly M. Brewer (with such agreement, as may be amended, restated, supplemented or otherwise modified from time to time, being the "Asset Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

1. **Seller Intellectual Property.** Seller hereby sells, conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to the Intellectual Property listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. **Subject to Asset Purchase Agreement.** Notwithstanding any other term herein, this Assignment is executed and delivered pursuant to the Asset Purchase Agreement, is subject to every representation, warranty, covenant and agreement in the Asset Purchase Agreement and does not expand or limit any right or obligation of any party under the Asset Purchase Agreement.

3. **Counterparts.** This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

\* \* \* \* \*

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Trademark Assignment as of the date first written above.

SELLER:

COVALENT WORKS, LP

By: BSI-Wilson, LLC  
Its: General Partner

By:   
Name: Steven V. Brewer  
Title: Manager

BUYER:

SPS COMMERCE, INC.

By: \_\_\_\_\_  
Name: Archie C. Black  
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, Buyer and Seller executed and delivered this Trademark Assignment as of the date first written above.

SELLER:


COVALENT WORKS, LP

By: BSI-Wilson, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name: Steven V. Brewer  
Title: Manager

BUYER:

SPS COMMERCE, INC.

By:  \_\_\_\_\_  
Name: Archie C. Black  
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment]

**TRADEMARK**  
**REEL: 006522 FRAME: 0152**

**APPENDIX A**

**TRADEMARK**

<b>Mark</b>	<b>Registration/File No.</b>	<b>Classes/Goods</b>	<b>Jurisdiction</b>
EDI AS EASY AS EMAIL	3660703	Int. Class 038	U.S.

US.121179867.01