

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM598661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mark Anderson		08/31/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Banc Intranets, LLC		
Street Address:	2717 East Oakland Avenue		
City:	Johnson City		
State/Country:	TENNESSEE		
Postal Code:	37601		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3143020	BANCWORKS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2013675-0000		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	09/21/2020		
Total Attachments: 4			
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OP \$40.00 3143020

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “*Agreement*”), effective as of August 31, 2020 (the “Effective Date”), by and between Mark Anderson, individually, of 8 Estate Ct. Johnson City, TN 37604 (collectively, “*Assignor*”), and Banc Intranets, LLC, a Tennessee limited liability company having a business address of 2717 East Oakland Avenue, Johnson City, Tennessee (“*Assignee*”).

WHEREAS, the Assignor will benefit substantially from the transactions contemplated by that certain Securities Purchase Agreement (the “*Purchase Agreement*”), dated on or around the date hereof, by and among the Assignor, the Assignee, Lynette Anderson and Ncontracts, LLC, a Delaware limited liability company (the “*Purchaser*”);

WHEREAS, in order to induce the Purchaser to enter into the Purchase Agreement, Assignor desires to assign, sell, transfer and convey all right in its intellectual property to the Assignee;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignor hereby irrevocably assigns, sells, transfers and conveys to Assignee all of Assignor’s right, title and interest in and to the trademarks and service marks listed on Schedule A hereto (collectively, the “*Marks*”), together with all associated good will and all related rights, and all registrations and applications for registration of the Marks in the United States and any foreign countries, including any renewals and extensions of any registration that is or may be secured, and including all (i) income, royalties and rights to payment with respect to the Marks, and (ii) rights of Assignor to sue and recover for any past, present or future infringement, dilution, damage or injury of the Marks and collect profits or damages with respect to the same. The provisions of this Assignment inure to the benefit of the Company, the Purchaser, their successors, assigns and other legal representatives, and are binding upon Assignor, its successors, assigns and other legal representatives.

2. Miscellaneous.

i. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Copies (facsimile, PDF or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

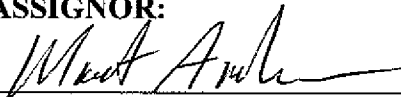
ii. This Agreement will be binding upon, and will inure to the benefit of, the parties hereto and their executors and administrators, successors and assigns, and other legal representatives. This Agreement will not, however, be assignable by Assignor without the prior written consent of the Assignee.

iii. No change or modification of this Agreement will be valid unless the same is in writing and is signed by all parties hereto. No waiver of any provision of this Agreement will be

valid unless the same is in writing and is signed by all parties hereto. This Agreement shall be controlled by the laws of the State of Delaware without giving effect to its conflicts of laws principles.

The undersigned have executed this **TRADEMARK ASSIGNMENT AGREEMENT** as of the date set forth above.

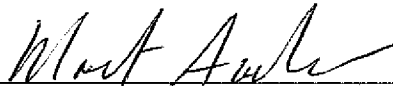
ASSIGNOR:



Mark Anderson

ASSIGNEE:

Banc Intranets, LLC

By: 

Name: Mark Anderson

Title: CEO

SCHEDULE A

**United States
Trademarks and Service Marks**

MARK	SERIAL NO.	REGISTRATION NO.
BancWorks	78-403,115	3,143,020