

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622985

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pitney Bowes Software, Inc.		11/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Dude Solutions, Inc.		
Street Address:	11000 Regency Pkway, Suite 110		
City:	Cary		
State/Country:	NORTH CAROLINA		
Postal Code:	27518		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5241924	CONFIRM	
Registration Number:	5042079	CONFIRMCONNECT	
Registration Number:	5037327	CONFIRMWORKZONE	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	97077-10020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	01/28/2021		
Total Attachments: 10			
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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement"), effective as of November 30, 2020 (the "Effective Date"), is entered into by and between Pitney Bowes Software, Inc., a Delaware corporation ("Assignor"), and Dude Solutions, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are each referred to individually as a "Party" and together as the "Parties."

WHEREAS, pursuant to the Stock and Asset Purchase Agreement dated as of November 20, 2020 (as amended, the "Purchase Agreement"), among Assignor and Assignee, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in, to and under certain of the Assignor's registered trademarks, service marks, trade dress, trade names, logos and other source identifiers, applications to register, and renewals of, the foregoing as set forth in Schedule A (collectively, "Trademarks") and domain names, URLs, IP addresses and websites as set forth in Schedule B (collectively, "Domain Names");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to the Assignee all of Assignor's rights, title and interests of every kind, nature and description in, to and under the Trademarks and Domain Names. The assignment of the rights, title or interests in Trademarks and Domain Names pursuant to this Section 1 shall include (a) the assignment of all of such Assignor's rights, title and interests in the Trademarks and Domain Names, (b) with respect to the Trademarks, any and all goodwill connected with the use of and symbolized by such Trademarks and (c) the rights, as applicable: (i) to sue and recover damages and obtain other equitable relief for past, present and future infringement, dilution, misappropriation or other violation or conflict associated with such Trademarks and Domain Names, (ii) to collect future royalties, damages, proceeds and other payments under such Trademarks, (iii) to claim priority based on such Trademarks and Domain Names under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Trademarks and Domain Names before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Trademarks and Domain Names as if this Assignment Agreement had not been made.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Trademarks and Domain Names. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the domain name registrar, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Trademarks and Domain Names to Assignee as assignee of Assignor's right, title and interest therein, in accordance with this Assignment Agreement, and to issue to Assignee all registrations which may issue with respect to any applications for intellectual property rights included in such Trademarks and Domain Names.

SECTION 3. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with Assignee to (i) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney and any other documents or instruments, (ii) file or cause to be filed all filings with the appropriate Governmental Authorities and/or domain name registrars and (iii) take or cause to be taken all actions as may be reasonably required to convey and transfer to and vest in Assignee and protect its right, title and interest in, to and under all of the Trademarks and Domain Names, and as otherwise may be appropriate to carry out the transactions contemplated by this Assignment Agreement.

SECTION 4. Subject to Purchase Agreement. This Assignment Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Assignment Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

SECTION 5. Miscellaneous.

(a) Severability. If any term or other provision of this Assignment Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision is invalid, illegal or incapable of being enforced, Assignor and Assignee shall negotiate in good faith to modify this Assignment Agreement so as to affect their original intent as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(b) Amendment. This Assignment Agreement may be amended, restated or supplemented or otherwise modified only in a writing signed by all parties hereto.

(c) Governing Law. This Assignment Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflict of laws rules thereof to the extent that the application of the law of another jurisdiction would be required thereby.

(d) Counterparts. This Assignment Agreement may be executed simultaneously in one or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark and Domain Name Assignment and Assumption Agreement as of the Effective Date.

AGREED AND ACCEPTED:

PITNEY BOWES SOFTWARE, INC.

By: 

Name: Joseph D. Rogers

Title: Chief Executive Officer

DUDE SOLUTIONS, INC.

DocuSigned by:

Kevin Kemmerer

By: _____

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Name: Kevin Kemmerer

Title: Chief Executive Officer

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

Jurisdiction	Trademark	Reg. No.	Ser./App. No.	Filing Date	Reg. Date	Class
Australia	CONFIRM	1714664		8/14/2015	3/17/2015	Class 09: Software for use in the field of infrastructure management, asset management and customer service management
Brazil	CONFIRM	90989779 4		8/26/2015	11/14/2017	Class 09: Software for use in the field of infrastructure management, asset management and customer service management
Canada	CONFIRM	TMA1006 108		8/13/2015	10/4/2018	Class 09: Software to record operational information, schedule surveys, and for mapping capabilities for use by consumers and government authorities as a tool to deliver greater efficiencies in the management of infrastructures, namely, roads, highways, and bridges, management of those assets, and customer service management
European Union	CONFIRM	4098935		10/29/2004	1/20/2009	Class 09: Computer programs for use in the field of infrastructure management, asset management, customer service management, and user manuals in electronic format sold therewith Class 35: Business consulting and advisory services, namely project management and business process auditing, analysis and documentation services Class 42: Computer services; consulting and technical support in the field of computer software; computer database migration and conversion services, disaster recovery services and planning in the field of computer software, and providing computer software applications and computer services to others via global communications networks
Hong Kong	CONFIRM	30350705 7		8/14/2015	8/14/2015	Class 09: Software for use in the field of infrastructure management, asset management and customer service management
Japan	CONFIRM	5805385		8/17/2015	11/13/2015	Class 09: Software for use in the field of infrastructure management, asset management and customer service management
New Zealand	CONFIRM	1025772		8/14/2015	2/16/2016	Class 09: Software for use in the field of infrastructure management, asset management and customer service management
Norway	CONFIRM	284766		8/14/2015	11/27/2015	Class 09: Software for use in the field of infrastructure management, asset management and customer service management

United States	CONFIRM	5241924		3/17/2015	7/11/2017	Class 09: Software to record operational information, schedule surveys, and for mapping capabilities for use by consumers and government authorities as a tool to deliver greater efficiencies in the management of infrastructures, namely, roads, highways, and bridges, management of those assets, and customer service management
Australia	ConfirmConnect	1714906		8/17/2015	8/17/2015	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
Brazil	ConfirmConnect	909961530		9/9/2015	11/21/2017	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
Canada	ConfirmConnect	TMA1021648		8/17/2015	5/15/2019	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
China	ConfirmConnect	17733292		8/24/2015	10/7/2016	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
European Union	ConfirmConnect	14494934		8/21/2015	1/11/2016	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
Hong Kong	ConfirmConnect	303508047		8/17/2015	8/17/2015	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
Japan	ConfirmConnect	5818839		8/17/2015	1/15/2016	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
New Zealand	ConfirmConnect	1025820		8/17/2015	3/17/2015	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
Norway	ConfirmConnect	284561		8/18/2015	11/17/2015	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
United States	CONFIRMCONNECT	5042079		3/17/2015	9/13/2016	Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
Australia	ConfirmWorkZone	1715226		8/18/2015	8/18/2015	Class 42
Brazil	ConfirmWorkZone	909961565		9/9/2015	11/21/2017	Class 42
Canada	ConfirmWorkZone	TMA975987		8/17/2015	7/18/2017	Class 42
China	ConfirmWorkZone	17701347		8/19/2015	10/7/2016	Class 09: Computer software (recorded); computer programs (downloadable software)

European Union	ConfirmWorkZone	14494918		8/21/2015	2/18/2016	Class 09: Software as a service allowing users to schedule tasks to field workers Class 42
Hong Kong	ConfirmWorkZone	303509983		8/18/2015	8/18/2015	Class 42
India	ConfirmWorkZone	3035585		8/18/2015	8/15/2015	Class 09: Software as a service allowing users to schedule tasks to field workers
Japan	ConfirmWorkZone	5811443		8/19/2015	12/4/2015	Class 09: Software as a service allowing users to schedule tasks to field workers
New Zealand	ConfirmWorkZone	1025887		8/18/2015	2/19/2016	Class 09: Software as a service allowing users to schedule tasks to field workers
Norway	ConfirmWorkZone	284654		8/26/2015	11/23/2015	Class 42
United States	CONFIRMWORKZONE	5037327		3/17/2015	9/6/2016	Class 42: Software as a service featuring software for allowing users to schedule tasks to field workers
India	CONFIRM	3033313		8/14/2015	3/20/2020	Class 09: Software for use in the field of infrastructure management, asset management and customer service management
India	ConfirmConnect		3035004	8/17/2015		Class 09: Software solution allowing two-way flow of information between asset owners and the field workforce using smartphones and tablet devices
United Kingdom	PARAMICS	2156323		1/24/1998	10/23/1998	Class 09: Computer software and licences of computer software Class 42: Provision of computer programming services and the provision of consultancy services in connection with traffic monitoring, traffic management and transport planning
European Union	QUADSTONE	1886530		10/4/2000	2/4/2002	Class 09: Computers, computer software, computer programs; electronic, magnetic and optical carriers; instructional and teaching apparatus and instruments; parts and fittings for the aforesaid goods Class 16: Paper, cardboard and cardboard articles; printed matter, books, manuals, journals, brochures, periodic bulletins, stationery; instructional and teaching materials, cards and tapes Class 42: Computer services; development and maintenance of computer software; computer programming; rental of computers and computer software leasing of access time to a computer database; computer systems analysis; design of computer hardware and software; data loading, inputting and retrieval services; computer bureau services; professional and technological consultancy and provision of information and advice, all related to the aforesaid

United Kingdom	QUADSTONE	2149393		10/29/1997	5/15/1998	<p>Class 09: Computers, computer software, computer programmes; electronic magnetic and optical carriers; instructional and teaching apparatus and instruments, parts and fittings for the aforesaid goods</p> <p>Class 42: Computer services; development and maintenance of computer software; computer programming; rental of computers and of a computer software, leasing of access time to a computer database, computer systems analysis; design of computer hardware and software; data loading, inputting and retrieval services; computer bureau services; professional and technological consultancy and provision of information and advice, all relating to the aforesaid</p>
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SCHEDULE B

DOMAIN NAMES

Domain Names	Create Date	Ownership Date	Expiration Date	Lock	Auto-renew	Status	Privacy
confirm-solutions.com	3/4/2020	3/4/2020	3/4/2025	Lock ed	On	Active	Public
confirm.co.uk	3/1/1999	3/4/2020	3/1/2021	Lock ed	On	Active	Public
confirm.solutions	3/4/2020	3/4/2020	3/4/2025	Lock ed	On	Active	Public
confirm.uk	6/19/2019	1/28/2020	6/19/2021	Lock ed	On	Active	Public
confirmassets.com	7/14/2014	5/21/2020	7/14/2022	Lock ed	On	Active	Public
makesmartsimple.com	3/4/2020	3/4/2020	3/4/2025	Lock ed	On	Active	Public
paramics-online.com	7/13/1999	5/21/2020	7/13/2022	Lock ed	On	Active	Public
quadstone-paramics.co.uk	3/3/2008	6/4/2020	3/3/2021	Lock ed	On	Active	Public
quadstone-paramics.com	3/3/2008	5/29/2020	3/3/2023	Lock ed	On	Active	Public
quadstone.com	12/18/1995	5/27/2020	12/17/2022	Lock ed	On	Active	Public
Zone Names	Domains		Type	TTL	Answers		
quadstone.com	collaborate.quadstone.com		A	7200	194.80.190.211		
quadstone.com	collaboration.quadstone.com		A	7200	194.80.190.211		
quadstone.com	dns.us.quadstone.com		A	7200	67.153.65.217		
quadstone.com	edinmail.quadstone.com		A	7200	194.80.190.61		
quadstone.com	ftp.quadstone.com		A	7200	194.80.190.191		

quadstone.com	ftp.us.quadstone.com	A	7200	67.153.65.217
quadstone.com	lobster.quadstone.com	A	7200	67.153.65.210
quadstone.com	quadstone.com	A	7200	92.52.65.129
quadstone.com	quadstone.com	MX	7200	30 mail1-3.mimesweeper.biz.
quadstone.com	quadstone.com	MX	7200	20 mail1-2.mimesweeper.biz.
quadstone.com	quadstone.com	MX	7200	10 mail1-1.mimesweeper.biz.
quadstone.com	quadstone.com	NS	7200	dns1.p08.nsone.net
quadstone.com	quadstone.com	NS	7200	dns2.p08.nsone.net
quadstone.com	quadstone.com	NS	7200	dns3.p08.nsone.net
quadstone.com	quadstone.com	NS	7200	dns4.p08.nsone.net
quadstone.com	quadstone.com	NS	7200	ns01.pbns1.com
quadstone.com	quadstone.com	NS	7200	ns02.pbns1.com
quadstone.com	quadstone.com	NS	7200	ns03.pbns1.com
quadstone.com	quadstone.com	NS	7200	ns04.pbns1.com
quadstone.com	router.quadstone.com	A	7200	194.80.190.190
quadstone.com	stone.quadstone.com	A	7200	194.80.190.200
quadstone.com	support.quadstone.co m	A	7200	194.80.190.210
quadstone.com	support2.quadstone.co m	A	7200	194.80.190.65
quadstone.com	tarantula.quadstone.co m	A	7200	194.80.190.191
quadstone.com	tux.quadstone.com	A	7200	194.80.190.59
quadstone.com	www.quadstone.com	A	7200	92.52.65.129
quadstone-params.com				
quadstone-params.com	*.quadstone-params.com	A	900	194.168.216.196
quadstone-params.com	quadstone-params.com	A	900	194.168.216.196
quadstone-params.com	quadstone-params.com	MX	900	15 mail1-3.mimesweeper.biz.