

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM779898

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900733056

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUNGARD AVAILABILITY SERVICES (CANADA) LTD.		11/01/2022	Private Limited Company: CANADA
Sungard Availability Services, L.P.		11/01/2022	Limited Partnership: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	11:11 SYSTEMS, INC.
Street Address:	695 Rte 46 Ste 301
City:	Fairfield
State/Country:	NEW JERSEY
Postal Code:	07004
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1478077	MEGACENTER
Registration Number:	4238624	RECOVER2CLOUD
Registration Number:	1783696	METROCENTER
Registration Number:	1935769	MEGAVOICE
Registration Number:	2899162	KEEPING PEOPLE AND INFORMATION CONNECTED
Registration Number:	4778494	
Registration Number:	4801264	
Registration Number:	5045995	
Registration Number:	5292272	TAME THE BEAR
Registration Number:	5287406	IT FOR BUSINESS THAT NEVER STOPS
Registration Number:	5765064	TRANSFORMING IT FOR RESILIENT BUSINESS

CORRESPONDENCE DATA

Fax Number: 2063599000

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: 2063598000

Email: pctrademarks@perkinscoie.com
Correspondent Name: Patrick Koncel
Address Line 1: P.O. Box 2608
Address Line 2: Perkins Coie LLP
Address Line 4: Seattle, WASHINGTON 98111

NAME OF SUBMITTER: Patrick J. Koncel

SIGNATURE: /Patrick J Koncel/

DATE SIGNED: 01/11/2023

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Assignment**”) is made and entered into as of November 1, 2022 (the “**Effective Date**”), by and between Sungard Availability Services, L.P., a Pennsylvania limited partnership (“**Sungard L.P.**”) and each of its affiliates listed on Exhibit A hereto (together with Sungard L.P., the “**Assignors**”) on the one hand, and 11:11 Systems, Inc., a Delaware corporation (“**Assignee**”), on the other hand, pursuant to that certain Asset Purchase Agreement, dated as of September 30, 2022 (as amended, amended and restated, supplemented or modified, the “**Asset Purchase Agreement**”), by and among Assignors and Assignee. Capitalized terms used herein, but not otherwise defined herein, have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Assignors have conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignors, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, United States Copyright Office, and/or the Canadian Intellectual Property Office, as applicable, and corresponding entities or agencies in any applicable jurisdictions.

1. Assignment. For good and valuable consideration specified in the Asset Purchase Agreement, plus other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby assign and transfer to Assignee, absolutely and forever, all of their respective worldwide rights, titles, and interests, whether statutory or at common law, in and to, respectively, all of their respective rights, titles, and interests pertaining to all the Seller Intellectual Property included in Purchased Assets, including the following:

a. patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof;

b. trademarks and service marks, trade names and business names, trade dress, logos, social media handles, business names, and domain names together with the part of the goodwill of the business connected with the use of and symbolized by any of the foregoing, and all corresponding registrations and applications for the registration of the foregoing, including the marks set forth in Schedule 2 hereto;

c. copyright rights in all original works of authorship, including registered and unregistered copyrights in both published and unpublished works, and applications to register any copyrights, including the copyrights set forth in Schedule 3 hereto;

d. trade secrets, including, confidential business information, know-how, concepts, methods, processes, reports, data, client lists, business plans, and other confidential and/or proprietary business information;

e. any and all statutory royalties, fees, income, payments, and other statutory proceeds now or hereafter due or payable with respect to any and all of the foregoing;

f. claims, causes of action, and rights of opposition with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and rights of any kind whatsoever of Assignors accruing under any of the foregoing, including all rights under applicable Purchased Contracts,

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jurisdiction, by international treaties and conventions, and otherwise throughout the world (collectively, the “Assigned IP”).

To the extent permitted by law, Assignors waive and agree not to assert against Assignee any moral rights that any Assignor may have in the Assigned IP.

2. Recordation and Further Actions. Assignors will execute such written instruments, extend such other cooperation and perform such other acts as may be necessary, at Assignee’s determination, to aid Assignee, its agents, successors, assigns and affiliates to perfect and evidence the assignment to Assignee of the Assigned IP and the Assignee’s rights in and to the Assigned IP.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned IP. The representations, warranties, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Binding Effect. This Assignment is and shall be binding upon the parties hereto, their heirs, executors, administrators, representatives, agents, employees, affiliates, officers, and principals of the parties and their successors and assigns.

5. Counterparts. This Assignment and any amendments hereto may be executed in two or more counterparts, each of which shall be deemed to be an original of this Assignment or such amendment and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment or any amendments hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Assignment.

6. Miscellaneous. This Assignment is subject to the applicable sections of the Asset Purchase Agreement, which are incorporated herein by reference as if set forth in full herein.

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IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first written above.

ASSIGNORS:

SUNGARD AVAILABILITY SERVICES, L.P.

DocuSigned by:
By: Mike Robinson
Name: Mike Robinson
Title: CEO

**SUNGARD AVAILABILITY
SERVICES (CANADA) LTD.**

DocuSigned by:
By: Mike Robinson
Name: Mike Robinson
Title: CEO

ASSIGNEE:

11:11 SYSTEMS, INC.

DocuSigned by:

Brett Diamond

By: 0582F003F13E440...

Name: Brett Diamond

Title: Chief Executive Officer

Schedule 2
Trademarks, Social Media and Domain Names

Trademarks:

Trademark (sorted by owner, country, app. date)	Owner	Country	Application Date	Application Number	Registration Date	Registration Number
TRANSFORMING IT FOR RESILIENT BUSINESS	Sungard AS New Holdings III, LLC	Canada	4/28/2018	1895744	5/6/2022	TMA1128046
IT FOR THE BUSINESS THAT NEVER STOPS	Sungard AS New Holdings III, LLC	Canada	12/12/2016	1813655	1/4/2019	TMA1012133
TAME THE BEAR	Sungard AS New Holdings III, LLC	Canada	12/12/2016	1813654	1/4/2019	TMA1012132
Sungard Availability Services Design (grayscale)	Sungard AS New Holdings III, LLC	Canada	10/27/2014	1699710	4/23/2018	TMA995088
Sungard Availability Services Design (B&W)	Sungard AS New Holdings III, LLC	Canada	10/27/2014	1699711	10/5/2016	TMA951474
MEGACENTER	Sungard Availability Services (Canada) Ltd.	Canada	6/23/1987	586229	10/21/1988	TMA346883
E-MAILVAULT	Sungard Availability Services (UK) Limited	EU	3/5/2002	2602373	7/7/2004	2602373
AVIDANT	Sungard Availability Services LP	India	1/18/2012	2349850		
SAFETYNET	Sungard Availability Services (UK) Limited	United Kingdom	12/15/1995	2048710	5/16/1997	2048710
TRANSFICIENT	Sungard Availability Services Capital, Inc.	United Kingdom	7/20/2017	3245076	10/13/2017	3245076
MEGACENTER	Sungard Availability Services, LP	United States	5/23/1987	73651106	2/23/1988	1478077
RECOVER2CLOUD	Sungard Availability Services, LP	United States	Registered	6/28/2011	85358560	11/6/2012
METROCENTER	Sungard Availability Services, LP	United States	4/17/1992	7426668	7/20/1993	1783696
MEGAVOICE	Sungard Availability Services, LP	United States	1/12/1993	74347792	11/14/1995	1935769
KEEPING PEOPLE AND INFORMATION CONNECTED	Sungard Availability Services, LP	United States	11/4/2003	76556459	11/2/2004	2899162
Sungard Availability Services Design (B&W)	Sungard AS New Holdings III, LLC	United States	4/29/2014	86265748	7/21/2015	4778494
Sungard Availability Services Design (color)	Sungard AS New Holdings III, LLC	United States	4/29/2014	86976683	8/25/2015	4801264
Sungard Availability Services Design (color)	Sungard AS New Holdings III, LLC	United States	4/29/2014	86265805	9/20/2016	5045995
TAME THE BEAR	Sungard AS New Holdings III, LLC	United States	6/13/2016	87069483	9/19/2017	5292272
IT FOR BUSINESS THAT NEVER STOPS	Sungard AS New Holdings III, LLC	United States	6/13/2016	87069495	9/12/2017	5287406

Trademark (sorted by owner, country, app. date)	Owner	Country	Application Date	Application Number	Registration Date	Registration Number
TRANSFORMING IT FOR RESILIENT BUSINESS	Sungard AS New Holdings III, LLC	United States	3/28/2018	87853778	5/28/2019	5765064
Sungard Availability Services Design (color)	Sungard AS New Holdings III, LLC	WIPO	10/28/2014	1243970	10/28/2014	1243970
Sungard Availability Services Design (B&W)	Sungard AS New Holdings III, LLC	WIPO	10/28/2014	1243972	10/28/2014	1243972
TRANSFORMING IT FOR RESILIENT BUSINESS	Sungard AS New Holdings III, LLC	WIPO	4/12/2018	1410842	4/12/2018	1410842

Social Media Accounts:

LinkedIn: https://www.linkedin.com/company/sungard-availability-services/
Twitter: https://twitter.com/SungardAS?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor
Facebook: https://www.facebook.com/SungardAS
YouTube: https://www.youtube.com/user/SunGardAS

Domain Names:

recoveryanywhere.com
recovery-anywhere.com
sungardas.lu
AVAILABILITYSERVICES.NET
AVAILABILITYTOOLS.COM
AVIDANT.COM
AVIDANT.NET
AVIDANTAVAILABILITY.COM
AVIDANTAVAILABILITY.NET
AVIDANTCLOUD.COM
AVIDANTCLOUD.NET
AVIDANTCONSULTING.COM
AVIDANTCONSULTING.NET