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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Korrelate, Inc.		04/15/2014	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	J.D. Power and Associates	
Street Address:	2625 Townsgate Road	
City:	Westlake Village	
State/Country:	CALIFORNIA	
Postal Code:	91361	
Entity Type:	CORPORATION: DELAWARE	

## **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	4169487	KORRELATE
Registration Number:	4220779	DUAL BLIND ATTRIBUTION
Registration Number:	4160816	FUNNELVIEW
Registration Number:	4169488	020

## **CORRESPONDENCE DATA**

**Fax Number:** 2129692900

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.

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**Phone:** 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	50616-KORRELATE	
NAME OF SUBMITTER:	Jenifer deWolf Paine	
SIGNATURE:	/Jenifer deWolf Paine/	
DATE SIGNED:	07/01/2014	

**Total Attachments: 4** 

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### TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** is made as of the 15<sup>th</sup> day of April, 2014, by and between Korrelate, Inc., a Delaware corporation with an address of 4700 Millenia Boulevard, Suite 320, Orlando, FL 32839 ("Assignor") on the one hand, and J.D. Power and Associates, a Delaware corporation with an address of 2625 Townsgate Road, Westlake Village, CA 91361 ("Assignee") on the other hand.

WHEREAS, Assignor owns trademarks, service marks, logos, trade dress, trade names, indicia, and other source identifiers together with all translations, adaptations, derivations and combinations thereof, including the good will associated with the foregoing, including but not limited to the trademarks listed on the attached Schedule A, including the registrations and applications therefor, and all goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, pursuant to the Asset Purchase Agreement dated as of April 15, 2014, by and between Assignor and Assignee (the "Agreement"), Assignor agreed to sell, transfer, convey and assign to Assignee all of Assignor's right, title and interest in and to Assignor's trademarks, trade names and services marks related to the Business (as defined in the Agreement), including but not limited to the Trademarks;

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

- The Assignor hereby assigns to the Assignee all right, title and interest in, to, and under the Trademarks, including all registrations and applications therefor, together with the goodwill associated therewith.
- The Assignor further grants to the Assignee the right to bring suit for recover damages and all other relief for all infringements of the Trademarks that have occurred prior to the date of this Assignment.
- 3. Assignor agrees to execute such further documents and take such further steps as may be reasonably requested by Assignee in order to confirm and perfect its rights in the Trademarks.
- 4. Assignor agrees to execute all documents, assist in all proceedings and take any reasonable further steps as Assignee may deem necessary (at the sole cost and expense of the Assignee) to effectuate the transfer of the Trademarks to Assignee, or the perfection, registration, or recordation of the rights of the Assignee thereto, as Assignee may reasonably deem appropriate. If Assignor does not, within fifteen (15) days of presentment, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

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

[Signatures on Next Page]

TRADEMARK
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KORRELATE, INC.	J.D. POWER AND ASSOCIATES
Date:	Date:
Printed Name:	Printed Name:
Title:	Title:

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KORRELATE, INC.	J.D. POWER AND ASSOCIATES
Date:	Date:
Ву:	By:
Printed Name:	Printed Name: Joseph DaMour
Title:	Title: Chief Financial Officer

# SCHEDULE A

KORRELATE - U.S. Reg. No. 4,169,487

DUAL BLIND ATTRIBUTION - U.S. Reg. No. 4,220,779

FUNNELVIEW - U.S. Reg. No. 4,160,816

020 - U.S. Reg. No. 4,169,488.

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