TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322373

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Arcametrics Systems, Inc.		11/03/2014	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Adroit DS, LLC
Street Address:	1440 Broadway
Internal Address:	21st Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3630890	ARCAMETRICS

CORRESPONDENCE DATA

Fax Number: 6179372400

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: 6179372418
Email: aanderson@cooley.com
Correspondent Name: Anna Anderson c/o Cooley LLP
Address Line 1: 1299 Pennsylvania Ave., NW
Address Line 2: Suite 700
Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	316101.20000
NAME OF SUBMITTER:	Anna Anderson
SIGNATURE:	/ABA/
DATE SIGNED:	11/06/2014

Total Attachments: 5
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (“*Agreement*”) is entered into this 3rd day of November, 2014 (the “*Effective Date*”) by and between **ARCAMETRICS SYSTEMS, INC.**, a North Carolina corporation (“*Assignor*”) and **ADROIT DS, LLC**, a Delaware limited liability company (“*Assignee*”).

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to assign to Assignee all Intellectual Property Assets (collectively, the “*Assigned IP*”). Capitalized terms, unless otherwise defined herein, have the respective meanings set forth in the Purchase Agreement.

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

1. As of the Effective Date, Assignor conveys, assigns, and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, all of their right, title and interest, throughout the world in perpetuity, including common law rights, in and to the Assigned IP, including, without limitation, the Assigned IP listed on **EXHIBIT A**, free and clear of any Encumbrances (other than Permitted Encumbrances), together with the goodwill associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this assignment not been made.

2. Assignor hereby covenants and agrees to provide any further necessary documentation and perform further acts reasonably requested by Assignee necessary to confirm and perfect title in and to the Assigned IP in Assignee, each at Assignee's cost and expense.

3. The parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Assigned IP.

4. This Agreement is in all respects subject to the Purchase Agreement, which shall govern the respective rights of Assignor, on the one hand, and Assignee, on the other hand, with respect to the Assigned IP, and nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any person's or entity's rights, remedies or obligations under, the Purchase Agreement. This Agreement is intended solely to effect the transfer of the Assigned IP pursuant to the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Each of Assignor and Assignee, by its execution of this Agreement, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under

the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement.

5. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York (without giving effect to principles of conflict of laws to the extent such principles would apply the laws of any other jurisdiction).

6. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.

7. This Agreement may be executed and delivered by electronic mail or facsimile signature in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

ARCAMETRICS SYSTEMS, INC.

By: _____
Name: PAOLO DININCENZA
Title: CEO

ASSIGNEE:

ADROIT DS, LLC

By: _____
Name: Joseph Zawadzki
Title: Manager

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

ARCAMETRICS SYSTEMS, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

ADROIT DS, LLC

By: _____

Name: Joseph Zawadzki

Title: Manager

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

LIST OF ASSIGNED IP

Patent Applications:

Application Number: 61/087,339
Title: "Behavior and Attribute Association Between Databases"
Filing Date: August 8, 2008
Inventors: Robert G. Brown

Application Number: 12/536,765
Title: "Correlation Engine for Generating Anonymous Correlations between Publication-Restricted Data and Personal Attribute Data"
Filing Date: August 6, 2009
Inventors: Robert G. Brown

Trademark:

Trademark	Registration Number
ARCAMETRICS	3630890