

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incentive Lab, LLC		10/15/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Institutional Shareholder Services Inc.		
Street Address:	702 King Farm Blvd.		
Internal Address:	Suite 400		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85933335	COMPENSATION CLARITY	
Serial Number:	85933384	COMP CLARITY	
Serial Number:	85933370	I INCENTIVELAB	
Serial Number:	85933376	I INCENTIVELAB	
Registration Number:	4566520	COMPENSATION CLARITY	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<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:	212-790-9200		
Email:	fxm@cll.com		
Correspondent Name:	Maya L. Tarr		
Address Line 1:	1133 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	30364-000 MXT/FM		
NAME OF SUBMITTER:	Maya L. Tarr		
SIGNATURE:	/Maya L. Tarr/		
DATE SIGNED:	12/16/2014		

OP \$140.00 85933335

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is dated as of October 15, 2014, by and between Incentive Lab, LLC, a Delaware limited liability company ("Assignor"), and Institutional Shareholder Services Inc., a Delaware corporation ("Assignee").

RECITALS

The Assignor and Assignee, among others, are parties to that certain Purchase Agreement dated as of October 15, 2014 (the "Purchase Agreement"), pursuant to which, among other things, Assignee is acquiring the Acquired Assets (which includes all Intellectual Property relating to or used or held for use in connection with the Business, including, without limitation, the Intellectual Property identified on Schedule 2.1(a)(vi), Schedule 3.17(a) and Schedule 3.17(i) of the Purchase Agreement and the Intellectual Property rights to the Derived Data and Derived Application (the "Assigned IP"). This Assignment is the assignment agreement contemplated by Section 2.9(a)(iii) of the Purchase Agreement. Capitalized terms used herein that are not defined have the meanings assigned to such terms in the Purchase Agreement.

Assignee desires to acquire the entire right, title and interest of the Assignor in, to and under the Assigned IP, including all common law rights therein, the goodwill of the Business symbolized thereby and the registrations and applications therefor.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby acknowledged and agreed that:

1. Assignment. The Assignor hereby unconditionally and irrevocably assigns, transfers, conveys and delivers to Assignee the Assignor's entire right, title and interest in, to and under the Assigned IP, including all common law rights therein, the goodwill of the Business associated therewith and the registrations and applications therefor, together with all actions that accrue by virtue of this assignment, including the right to sue for infringement and collect damages.

2. Further Assurances.

(a) The Assignor hereby covenants and agrees to promptly, upon reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives or other designee, any other or additional assignment, powers and other appropriate documentation, and to take such actions as are reasonable and necessary, to enable Assignee to effectuate, validate and record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Assigned IP are or may be registered or in which applications for registration of any Assigned IP are pending, pursuant to the terms, conditions and time periods prescribed by the relevant laws and regulations of the United States and other applicable jurisdictions.

(b) The Assignor hereby covenants and agrees to promptly, at the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives or other designee, any original, divisional, continuing, reissue or other application for patents, trademarks, copyright registrations, or like rights of exclusion of any country or jurisdiction, or other lawful documents and any further assurances that may be deemed necessary or desirable by Assignee to fully secure to it said rights, title, and interest as foreshadowed in and to said Assigned IP.

3. Governing Law. THIS ASSIGNMENT, TOGETHER WITH ANY DISPUTE OR CLAIM RELATED TO THIS ASSIGNMENT, REGARDLESS OF THE FORM, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF THAT COULD MANDATE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES UNDER THIS ASSIGNMENT SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAW.

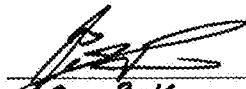
4. Counterparts. This Assignment may be executed in any number of counterparts by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts taken together constitute one and the same instrument.

[Signature Page Follows]

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

ASSIGNOR:

INCENTIVE LAB, LLC

By: 
Name: Cam Bellis
Title: Chairman, Manager

ASSIGNEE:

INSTITUTIONAL SHAREHOLDER SERVICES INC.

By: _____
Name: Gary Retelny
Title: President, CEO

[Signature Page to IP Assignment]

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


ASSIGNOR:

INCENTIVE LAB, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

INSTITUTIONAL SHAREHOLDER SERVICES INC.

By:  _____
Name: Gary Reichmy
Title: President, CEO



[Signature Page to IP Assignment]

Trademark Registrations


REGISTERED TRADEMARKS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
U.S.A.	Compensation Clarity	May 15, 2013	85933330	July 15, 2014	# 4566520	Incentive Lab LLC

TRADEMARK APPLICATIONS

Country	Trademark	Date Filed	Serial #	Reg. Date	Reg. #	Record Owner
U.S.A.	Compensation Clarity	May 15, 2013	85933335			Incentive Lab LLC
U.S.A.	Comp Clarity	May 15, 2013	85933384			Incentive Lab LLC
U.S.A.	 Incentive Lab	May 15, 2013	85933370			Incentive Lab LLC
U.S.A.	 Incentive Lab	May 15, 2013	85933376			Incentive Lab LLC

Schedule 2.1(a)(vi) to the Purchase Agreement

<u>MARK</u>	<u>GOODS/SERVICES</u>	<u>STATUS</u>
COMPENSATION CLARITY	FACILITATING THE EXCHANGE OF NEEDED INFORMATION FOR FINANCIAL COMPENSATION	Registered 4566520
COMPENSATION CLARITY	PROVIDING AN INTERACTIVE WEBSITE FEATURING TECHNOLOGY THAT ALLOWS USERS TO ENTER, ACCESS AND SYNTHESIZE INFORMATION AND GENERATE REPORTS FOR USE IN CONSULTING WITH EXECUTIVES AND BUSINESSES	Statement of Use
COMP CLARITY	FACILITATING THE EXCHANGE OF NEEDED INFORMATION FOR FINANCIAL COMPENSATION	Statement of Use
	PROVIDING AN INTERACTIVE WEBSITE FEATURING TECHNOLOGY THAT ALLOWS USERS TO ENTER, ACCESS AND SYNTHESIZE INFORMATION AND GENERATE REPORTS FOR USE IN CONSULTING WITH EXECUTIVES AND BUSINESSES	
INCENTIVELAB AND DESIGN	PROVIDING AN INTERACTIVE WEBSITE FEATURING TECHNOLOGY THAT ALLOWS USERS TO ENTER, ACCESS AND SYNTHESIZE INFORMATION AND GENERATE REPORTS FOR USE IN CONSULTING WITH EXECUTIVES AND BUSINESSES	Statement of Use
		
INCENTIVELAB AND DESIGN	INFORMATION SERVICES RELATING TO BUSINESS MATTERS, NAMELY, PROVIDING INFORMATION ABOUT BUSINESS EXECUTIVE COMPENSATION MARKET ASSESSMENT SERVICES	Cert. of Regis.
