

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM329950

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TrialGraphix, Inc.		10/15/2014	CORPORATION: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Resonant Legal Media, LLC		
<b>Street Address:</b>	413 South Washington St.		
<b>City:</b>	Alexandria		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22314		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1740126	TRIALGRAPHIX	
<b>Registration Number:</b>	4570652	TRIAL GRAPHIX	
<b>Registration Number:</b>	2090110	TRIALLOGIX	
<b>Registration Number:</b>	3096027	EXHIBITOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7034362268		
<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>			
<b>Phone:</b>	866-531-6660		
<b>Email:</b>	kandis.koustenis@cloudigylaw.com		
<b>Correspondent Name:</b>	Kandis M. Koustenis		
<b>Address Line 1:</b>	8300 Greensboro Dr., Suite 1250		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	2500.6368-00000		
<b>NAME OF SUBMITTER:</b>	Kandis M. Koustenis		
<b>SIGNATURE:</b>	/s/ Kandis M. Koustenis		
<b>DATE SIGNED:</b>	01/24/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of October 15, 2014, is made by and between TrialGraphix, Inc., a Florida corporation ("**Seller**"), in favor of Resonant Legal Media, LLC, a Delaware limited liability company ("**Purchaser**"), pursuant to that certain Settlement Agreement and Asset Purchase Agreement between Purchaser and Seller, dated as of October 15, 2014 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office ("**USPTO**") and corresponding entities or agencies in any applicable jurisdictions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) The following trademarks and all registrations issuances, extensions, renewals, or foreign registrations thereof, if any:

- (i) TRIALGRAPHIX, USPTO Reg. No. 1,740,126
- (ii) TRIALGRAPHIX, USPTO Reg. No. 4,570,652
- (iii) TRIALLOGIX, USPTO Reg. No. 2,090,110
- (iv) EXHIBITOR, former USPTO Reg. No. 3,096,027

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the USPTO to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement.

(a) The parties hereto acknowledge and agree that this Trademark 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 Seller and Purchaser with respect to the Assigned Trademarks. Notwithstanding the foregoing, the parties hereto hereby acknowledge and agree that the representations and warranties set forth in Section 4.1(f) of the Asset Purchase Agreement shall be deemed not to have applied to the following former trademark registration as of the execution of the Asset Purchase Agreement, nor to apply to such unregistered trademark at any future time or pursuant to any related or ancillary agreement:

(i) EXHIBITOR, former USPTO Reg. No. 3,096,027

(b) Notwithstanding the foregoing, Seller acknowledges that such representations and warranties set forth in Section 4.1(f) shall apply as to any common law or other rights, if any, subsisting in the EXHIBITOR trademark and accruing to Seller, and that any rights which Seller has in and to the EXHIBITOR trademark as of the execution of the Asset Purchase Agreement are included in the transfer of rights as described in this Trademark Assignment, provided, however, that Seller expressly does not represent that it currently has any common law or other rights in the EXHIBITOR trademark or that it has the sole right to use such mark.

(c) 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, other than as expressly set forth in this Section 3.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance

with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

*[SIGNATURE PAGE FOLLOWS]*

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

TRIALGRAPHIX, INC.

By: 

Stuyvesant Comfort, President

*Address for Notices:*  
216 E. 45<sup>th</sup> St., 6<sup>th</sup> Fl.  
New York, NY 10017

*With a copy to:*  
Tannenbaum, Helpern, Syracuse &  
Hirschtritt LLP  
900 Third Avenue  
New York, NY 10022  
Attn: Joel A. Klarreich, Esq.

RESONANT LEGAL MEDIA,  
LLC

By: \_\_\_\_\_

Guy Joubert, Managing Principal

*Address for Notices:*  
413 South Washington St.  
Alexandria, VA 22314

*With a copy to:*  
Bean, Kinney & Korman P.C.  
2300 Wilson Blvd., 7<sup>th</sup> Fl.  
Arlington, VA 22201  
Attn: David C. Canfield, Esq.

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By: \_\_\_\_\_

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[Signature Page to Trademark Assignment Agreement]