

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340310

<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>
Digital Assent, LLC		10/28/2014	LIMITED LIABILITY COMPANY: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Research Corporation		
<b>Street Address:</b>	1245 Q Street		
<b>City:</b>	Lincoln		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68508		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3798239	DIGITAL ASSENT	
<b>Registration Number:</b>	3902933	PATIENTPAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142974900		
<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>	414 271-2400		
<b>Email:</b>	ipdocketing@foley.com, jrodriguez@foley.com		
<b>Correspondent Name:</b>	Richard J. McKenna - Foley & Lardner LLP		
<b>Address Line 1:</b>	777 East Wisconsin Avenue		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	044741-0138		
<b>NAME OF SUBMITTER:</b>	Richard J. McKenna		
<b>SIGNATURE:</b>	/R.J. McKenna/		
<b>DATE SIGNED:</b>	05/05/2015		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 28th day of October, 2014, is by and between Digital Assent, LLC, a Georgia limited liability company ("Assignor"), and National Research Corporation, a Wisconsin corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of October 28, 2014 (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, conveyance, transfer, assignment and delivery by Assignor to Assignee of all of Assignor's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement, including certain Intellectual Property Rights, as such term is defined in the Purchase Agreement;

WHEREAS, the Intellectual Property Rights are part of the Purchased Assets and include the trademarks and trademark applications and registrations identified on the attached Schedule A (collectively, the "Marks"), the works of authorship identified on the attached Schedule B (collectively, the "Works"), the patent applications identified on the attached Schedule C (collectively, the "Patents"), and the domain name registrations identified on the attached Schedule D (collectively, the "Domain Names"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Intellectual Property Rights, including the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A, the copyrights in the Works identified on Schedule B, the Patents identified on Schedule C, and the Domain Names identified on Schedule D.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee and agrees to sell, convey, transfer and assign to Assignee all right, title and interest in and to the Intellectual Property Rights as such term is defined in the Purchase Agreement, including: (a) the Marks, all common-law rights therein, and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Works, including copyrights and other artistic, literary and moral rights and all copyright registrations and applications therefor identified on Schedule B; (c) the Patents identified on Schedule C; and (d) the Domain Names identified on Schedule D.

Assignor agrees that it will, upon Assignee's request, place each of the Domain Names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names or any other required information to effectuate the transfer of Assignor's right, title and interest in the Domain Names to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

In the event of a conflict between this Agreement and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

DIGITAL ASSENT, LLC

By: [Signature]

Name: DAVID M. BRODIE

Title: MANAGER

STATE OF GEORGIA )  
 )  
COUNTY OF FULTON ) ss:

I hereby certify that on this 28 day of OCTOBER, 2014, personally appeared DAVID M. BRODIE, CO-MANAGER of Digital Assent, LLC, a limited liability company formed under the laws of the State of Georgia, who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.



[Signature]  
Notary Public

Acknowledged and Agreed:

NATIONAL RESEARCH CORPORATION

By: K. Karas


Name: Kevin Karas

Title: Chief Financial Officer

**SCHEDULE A**

**Trademarks**

Mark	Owner	Reg. No. or Serial No.	Country or Jurisdiction	Reg. Date or Filing Date	Int'l Class	Services	Status/Next Required Action
DIGITAL ASSENT	Digital Assent, LLC**	Reg. No. 3,798,239	United States	Reg. Date 06/08/2010	009	Automated systems, namely, software, hardware and communications devices for selling goods and services; automated systems, namely, software, hardware and communications devices for the presentment, disclosure, execution, storage and retention of legal documentation for financial, insurance, real estate, healthcare, energy, education and other industries	Sections 8 & 15 due on 06/08/2015  Disclaimer of "DIGITAL"
DIGITAL ASSENT	Digital Assent, LLC**	Reg. No. M1011879	United Kingdom	Reg. Date 11/30/2010	009	Automated systems, namely, software, hardware and communications devices for selling goods and services; automated systems, namely, software, hardware and communications devices for the presentment, disclosure, execution, storage and retention of legal documentation for financial, insurance, real estate, healthcare, energy, education and other industries	Renewal due 08/08/2019  Disclaimer of "DIGITAL"

Mark	Owner	Reg. No. or Serial No.	Country or Jurisdiction	Reg. Date or Filing Date	Int'l Class	Services	Status/Next Required Action
PATIENTPAD	Digital Assent, LLC	Reg. No. 3,902,933	United States	Reg. Date 01/11/2011	009	Automated systems, namely, computer software and computer hardware for the presentment, display, disclosure, storage and retention of sponsored content, advertisements, educational materials, information and documentation relating to the healthcare industry; automated systems, namely, computer software and computer hardware for selling goods and services in the health care industry; automated systems, namely, computer software and computer hardware for tracking and collecting information related to health care services, service providers, insurance providers and service recipients	Sections 8 & 15 due on 01/11/2016
 PatientPad	Digital Assent, LLC	Serial. No. 85306455	United States	Filing Date 04/27/2011	009	Automated systems, namely, computer software and computer hardware for the presentment, display, disclosure, storage and retention of sponsored content, advertisements, educational materials, information and documentation relating to the healthcare industry; automated systems, namely, computer software and computer hardware for selling goods and services in the health care industry; automated systems, namely,	Registration application intentionally abandoned as of 03/08/2012



Mark	Owner	Reg. No. or Serial No.	Country or Jurisdiction	Reg. Date or Filing Date	Int'l Class	Services	Status/Next Required Action
PATIENT COUPONS	Digital Assent, LLC	Serial. No. 85305028	United States	Filing Date 4/26/2011	041	computer software and computer hardware for tracking and collecting information related to health care services, service providers, insurance providers and service recipients Educational services, namely in the field of educating consumers on available treatments, goods and services in the healthcare, hygienic and beauty care industries and available advertising and promotional campaigns by healthcare, hygienic and beauty care companies	Registration application intentionally abandoned as of 03/08/2012

\*\* Original owner of these marks was founder Andrew Ibbotson. Mr. Ibbotson executed a Trademark Assignment Agreement effective April 27, 2011. The Company filed an assignment recordation with the US Patent and Trademark Office (USPTO) on April 27, 2011 and is in the process of filing an assignment recordation with the appropriate registration office of the United Kingdom/WIPO.

Common Law Trademarks

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