

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NADA Services Corporation		07/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	J.D. Power & Associates		
Street Address:	2625 Townsgate Road		
Internal Address:	Suite 100		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91361		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2478721	E-VALUATOR	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
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-E-VALUATOR		
NAME OF SUBMITTER:	Adam D. Siegartel		
SIGNATURE:	/Adam D. Siegartel/		
DATE SIGNED:	07/20/2015		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 1, 2015 (the "Effective Date"), by and between NADA Services Corporation, a Delaware corporation, having an office at 8400 Westpark Drive, McLean, Virginia 22102 ("Assignor") and J.D. Power & Associates, a Delaware corporation, having an office at 2625 Townsgate Road, Suite 100, Westlake Village, CA 91361 ("Assignee"). Assignor and Assignee are collectively referred to herein as the "Parties" and each individually as a "Party."

WHEREAS, Assignor is the owner of the trademark identified on Schedule 1 (the "Trademark"); and

WHEREAS, Assignor and Assignee have entered into that certain Agreement for the Purchase and Sale of Assets, dated as of May 27, 2015 (the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement) pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from the Assignor the Purchased Assets, including the Trademark.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

Section 1. Assignment. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and its successors and assigns, irrevocably and exclusively throughout the world, all of Assignor's right, title and interest in and to the Trademark, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademark, the right to prosecute, maintain and defend the Trademark before any public or private agency, office or registrar, the right to sue and recover damages for all causes of action (either in law or in equity), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds (regardless of whether such rights are currently exercisable) to the extent related to the Trademark.

Section 2. Authorization. Assignor hereby authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

Section 3. Cooperation. At Assignee's cost, Assignor shall timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Trademark, including without limitation, in the (i) preparation and prosecution of any application for registration of the Trademark, and (ii) prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with the Trademark, including testifying as to any facts relating to the Trademark and this Assignment. If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under this Section, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.


Section 4. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without regard to the conflicts of law principles of the State of Delaware.

Section 5. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in "pdf" form) in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(Signature page follows)

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

NADA SERVICES CORPORATION

By: 
Name: Peter K. Welch
Title: President

J.D. POWER & ASSOCIATES

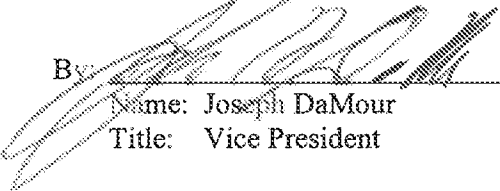
By: _____
Name: Joseph DaMour
Title: President

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

NADA SERVICES CORPORATION

By: _____
Name: Peter K. Welch
Title: President

J.D. POWER & ASSOCIATES

By:  _____
Name: Joseph DaMour
Title: Vice President

[Signature Page to the Trademark Assignment Agreement]

Schedule 1

Trademark

MARK	SERIAL NO./ REGISTRATION NO.	FILING DATE/ REGISTRATION DATE	JURISDICTION	OWNER OF RECORD	STATUS
E-VALUATOR	76/096,583 2,478,721	07/24/2000 08/14/2001	United States	NADA Services Corp.	Registered

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

RECORDED: 07/20/2015

**TRADEMARK
REEL: 005581 FRAME: 0469**