

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM357954

<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>
Tiffany Alley & Associates, Inc.		09/01/2015	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veritext Corp.		
<b>Street Address:</b>	290 West Mt. Pleasant Avenue, Suite 3200		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4108833	POWERDEPO	
<b>Registration Number:</b>	4121936	TIFFANY ALLEY GLOBAL REPORTING AND VIDEO	
<b>Registration Number:</b>	4121935	ATA TIFFANY ALLEY REPORTING & VIDEO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2122109444		
<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>	2122109400		
<b>Email:</b>	ipnyc@alston.com		
<b>Correspondent Name:</b>	Alston & Bird LLP		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 2:</b>	Attn: Linda Marie Sanchez		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	#468093		
<b>NAME OF SUBMITTER:</b>	Linda M. Sanchez		
<b>SIGNATURE:</b>	/Linda M. Sanchez/		
<b>DATE SIGNED:</b>	10/08/2015		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** (this "Agreement"), dated as of September 1, 2015 (the "Effective Date"), is made by and between (i) VERITEXT CORP., a Delaware corporation ("Assignee") and (ii) TIFFANY ALLEY & ASSOCIATES, INC., a Georgia corporation ("Assignor"). Assignee and Assignor are sometimes referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

### RECITALS

**WHEREAS**, Assignor is the sole and exclusive owner of all right, title and interest in and to (i) the trademark POWERDEPO and the trademark registration 4108833; (ii) the trademark TIFFANY ALLEY GLOBAL REPORTING AND VIDEO and the trademark registration U.S. Registration No. 4121936 related thereto and (iii) ATA TIFFANY ALLEY REPORTING & VIDEO and the trademark registration U.S. registration No. 4121935 related thereto (collectively, the "Marks");

**WHEREAS**, Assignor agreed to assign all right, title and interest in, to and under the Marks to Assignee pursuant to an Asset Purchase Agreement (the "Purchase Agreement") between Assignor and Assignee dated as of the date hereof.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sells, and sets over unto Assignee all right, title, and interest, in, to, and under the said Marks and registrations, together with all common law rights and the goodwill associated with said Marks and all rights and privileges granted and secured thereby, including the right to sue and recover for any past, present or future infringement, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Agreement and sale had not been made, together with all claims by Assignor for damages by reason of past infringement of the Marks with the right to sue for, and collect the same for Assignee's own use and benefit, and for the use and benefit of Assignee's successors and assigns.

2. Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record trademarks, trademark registrations, trademark applications and title thereto, including, the United States Patent and Trademark Office, to transfer ownership and registration of the Marks to Assignee.

3. Assignor agrees to fully cooperate with Assignee in transferring all rights to the Marks to Assignee and to execute all lawful documents, and make all rightful oaths and declarations, which may be reasonably required, all at the sole cost and expense of Assignee, but at no remuneration to Assignee in recordable form, necessary to vest title to the Marks and all other rights transferred and assigned by this Agreement.

4. The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

5. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same Agreement.

6. This Agreement is subject and subordinate to all of the terms and conditions of the Purchase Agreement, which is hereby incorporated herein by reference, and in the event of any conflict or inconsistency between any term or provision hereof and any term or provision of the Purchase Agreement, the latter shall govern and control.

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

ASSIGNOR:

TIFFANY ALLEY & ASSOCIATES, INC., a Georgia corporation

By: Eric M. Alley  
Name: Eric M. Alley  
Title: President

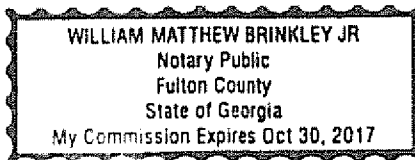
STATE OF GEORGIA )  
COUNTY OF Fulton )

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Eric Matthew Alley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of TIFFANY ALLEY & ASSOCIATES, INC., a Georgia corporation, the within named bargainer, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

Witness my hand and seal, this 31st day of August, 2015.

William Matthew Brinkley Jr.  
Notary Public

My Commission Expires:  
10/30/17

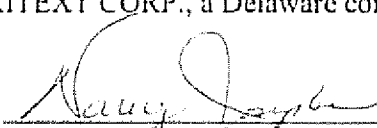


(Signature Page to Assignment of Trademarks)

**TRADEMARK**  
**REEL: 005641 FRAME: 0181**

ASSIGNEE:

VERITEXT CORP., a Delaware corporation

By:   
Name: Nancy Josephs  
Title: Chief Executive Officer

STATE OF NEW JERSEY )  
COUNTY OF ESSEX )

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Nancy Josephs, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Chief Executive Officer of VERITEXT CORP., a Delaware corporation, the within named bargainor, and that he/she, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as the Chief Executive Officer.

Witness my hand and seal, this 31<sup>st</sup> day of August, 2015.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

JUDITH L. KUNREUTHER  
ATTORNEY AT LAW  
STATE OF NEW JERSEY

(Signature Page to Assignment of Trademarks)