

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM362265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransACT Communications, Inc.		10/22/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	TransACT Communications, LLC		
Street Address:	5105 200th Street SW, Suite 200		
City:	Lynnwood		
State/Country:	WASHINGTON		
Postal Code:	98036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3393398	ACHIEVE COMPLIANCE WITH CONFIDENCE	
Registration Number:	3390178	ACHIEVE COMPLIANCE WITH CONFIDENCE	
Registration Number:	3244782	ACHIEVE COMPLIANCE WITH CONFIDENCE	
Registration Number:	3689922	ACTPOINT	
Registration Number:	4475809	ACTPOINT KPI	
Registration Number:	4006418	CONFIDENCE IN ACTION	
Registration Number:	2523949	EDUPORTAL	
Registration Number:	3689921	THE RIGHT STEP, RIGHT NOW	
Registration Number:	2566737	TRANSACT	
Registration Number:	3974850	TRANSACT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	206-224-8077		
Email:	shabib@karrtuttle.com		
Correspondent Name:	Sameena Habib		
Address Line 1:	701 Fifth Avenue, Suite 3300		
Address Line 2:	Karr Tuttle Campbell		

OP \$265.00 3393398

Address Line 4:	Seattle, WASHINGTON 98104
NAME OF SUBMITTER:	Sameena Habib
SIGNATURE:	/Sameena Habib/
DATE SIGNED:	11/13/2015
Total Attachments: 5 source=DOCS-#1013628-v1-TransACT_IP_Assignment#page1.tif source=DOCS-#1013628-v1-TransACT_IP_Assignment#page2.tif source=DOCS-#1013628-v1-TransACT_IP_Assignment#page3.tif source=DOCS-#1013628-v1-TransACT_IP_Assignment#page4.tif source=DOCS-#1013628-v1-TransACT_IP_Assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 22, 2015, is made by TransACT Communications, Inc. (“**Seller**”) in favor of TransACT Communications, LLC (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement, dated October 22, 2015 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(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 authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the

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terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP 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 IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this IP Assignment as of the date first above written.

TRANSACT COMMUNICATIONS, INC.

By 

Name: Richard Passovoy

Title: President and CEO

Agreed and Accepted:

TRANSACT COMMUNICATIONS, LLC

By

Name: Robert Koven

Title: Manager

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this IP Assignment as of the date first above written.

TRANSACT COMMUNICATIONS, INC.

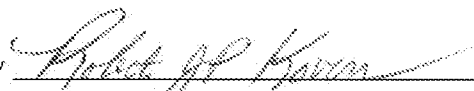
By _____

Name: Richard Passovoy

Title: President and CEO

Agreed and Accepted:

TRANSACT COMMUNICATIONS, LLC

By  _____
Name: Robert Koven

Title: Manager

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Owner	Mark	Reg. No.
TransACT Communications, Inc.	ACHIEVE COMPLIANCE WITH CONFIDENCE	3393398
TransACT Communications, Inc.	ACHIEVE COMPLIANCE WITH CONFIDENCE	3390178
TransACT Communications, Inc.	ACHIEVE COMPLIANCE WITH CONFIDENCE	3244782
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