

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367391

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
InfoNow Corporation		10/30/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Model N, Inc.		
Street Address:	1600 Seaport Boulevard, Suite 400		
Internal Address:	Pacific Shores Center - Building 6		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3202232	CHANNELINSIGHT	
Registration Number:	4285685	CHANNELINSIGHT	
Registration Number:	1947096	INFONOW	
Registration Number:	4196128	LEAD TO SHIP	
CORRESPONDENCE DATA			
Fax Number:	8013550160		
<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:	650-537-4504		
Email:	trademarks@patentlawworks.net		
Correspondent Name:	Hoang-chi Truong		
Address Line 1:	201 S. Main Street, suite 250		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	10078-00500 US		
NAME OF SUBMITTER:	Hoang-chi Truong		
SIGNATURE:	/hoangchitruong/		
DATE SIGNED:	12/29/2015		
Total Attachments: 5			

OP \$115.00 3202232

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”) is made and entered into as of October 30, 2015 (the “*Effective Date*”), by and between InfoNow Corporation (d/b/a Channelinsight), a Delaware corporation (“*Assignor*”) and Model N, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor, Assignee and the Stockholders’ Agent have entered into that certain Asset Purchase Agreement, dated as of October 15, 2015 (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell and assign and Assignee has agreed to buy and acquire the Purchased Assets, including, but not limited to all of Assignor’s right, title and interest in and to all of the trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, but not limited to, those trademarks, service marks, and trade names listed in **Exhibit A** attached hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **Assignment.** Assignor, on behalf of itself and its Affiliates, hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. **Further Assurances.** Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices. Assignor grants the attorney of record the power to insert on this Agreement any further identifying information describing the parties or the marks listed in **Exhibit A** hereto that may reasonably be necessary in order to comply with the rules of the United States Patent and Trademark Office, or rules of other governmental authorities, including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

3. Miscellaneous. Capitalized terms used in this Agreement but not otherwise defined herein will have the meanings set forth in the Purchase Agreement. This Agreement shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regards to the conflicts of law principles of such state. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

INFONow CORPORATION

By: 

Name: Roger Metz

Title: Chief Financial Officer & Corporate Secretary

ASSIGNEE:

MODEL N, INC.

By: _____

Name: Mark Tisdell

Title: SVP and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 005698 FRAME: 0830

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

INFONOW CORPORATION

By: _____
Roger Metz
Chief Financial Officer

ASSIGNEE:

MODEL N, INC.



By: Mark Tisdel
Mark Tisdel
SVP and Chief Financial Officer

EXHIBIT A

ASSIGNED TRADEMARKS

Mark	International Class(es)	Registration Number	Registration Date
CHANNELINSIGHT	35, 42	3,202,232	01/23/07
CHANNELINSIGHT	42	4,285,685	02/05/13
INFONOW	09, 42	1,947,096	01/09/96
LEAD TO SHIP	42	4,196,128	08/21/12