

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369064

<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>
UDA, LLC		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ListenLogic, LLC		
<b>Street Address:</b>	1100 East Hector Street		
<b>Internal Address:</b>	Suite 415		
<b>City:</b>	Conshohocken		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19428		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4509139	LISTENLOGIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(412) 741-8400		
<b>Email:</b>	jgoldschmidt@ferencelaw.com		
<b>Correspondent Name:</b>	John W. Goldschmidt, Jr.		
<b>Address Line 1:</b>	409 Broad Street		
<b>Address Line 2:</b>	FERENCE & ASSOCIATES LLC		
<b>Address Line 4:</b>	Conshohocken, PENNSYLVANIA 15143		
<b>ATTORNEY DOCKET NUMBER:</b>	317.002		
<b>NAME OF SUBMITTER:</b>	John W. Goldschmidt, Jr.		
<b>SIGNATURE:</b>	/John W. Goldschmidt, Jr./		
<b>DATE SIGNED:</b>	01/13/2016		
<b>Total Attachments: 3</b>			
source=20160113_LISTENLOGICTrademarkAssignmentAgreementExecuted_UDA_LL#page1.tif			
source=20160113_LISTENLOGICTrademarkAssignmentAgreementExecuted_UDA_LL#page2.tif			

OP \$40.00 4509139



TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this “**Agreement**”) is made and entered into as of January 13, 2016 (“**Effective Date**”) between UDA, LLC (f/k/a Akuda Labs LLC), a Delaware limited liability company (the “**Assignor**”), and ListenLogic, LLC, a Delaware limited liability company (the “**Assignee**”). As used herein, “**Parties**” refers to the Assignor and the Assignee collectively.

**WITNESSETH:**

**WHEREAS**, Assignor owns the United States Trademark Registration No. 4,509,139 for the trademark “**LISTENLOGIC**” (hereinafter, the “**Trademark**”); and

**WHEREAS**, Assignor and Assignee have entered into a Contribution Agreement, dated January 13, 2016 (the “**Contribution Agreement**”), pursuant to which Assignor has agreed to contribute, and Assignee has agreed to accept, the Contributed Assets (as defined in the Contribution Agreement), free and clear of all liens, including the Trademark; and

**WHEREAS**, in connection with the Contribution Agreement, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

**WHEREAS**, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark.

**NOW, THEREFORE**, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. Cooperation. Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Agreement. Assignor consents and authorizes Assignee or Assignee’s designee to file and record this Agreement as necessary to perfect title in Assignee.

4. Binding Effect. The terms, covenants, and provisions of this Agreement shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument. This Agreement may be executed by facsimile or .PDF signatures.

6. Entire Agreement. This Agreement, together with the Contribution Agreement, contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

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

UDA, LLC (FKA A/UD LABS, LLC)

LISTEN LOGIC, LLC

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*{Signature Page to Trademark Assignment Agreement}*