# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM382018

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ID Insight, Inc.		04/25/2016	Corporation: MINNESOTA

# **RECEIVING PARTY DATA**

Name:	CSIDENTITY CORPORATION	
Doing Business As:	CSID	
Street Address:	1501 S. Mopac Expressway, Suite 200	
City:	Austin	
State/Country:	TEXAS	
Postal Code:	78746	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	86789039	COMPLETEID
Serial Number:	86868816	COMPLETEID

## **CORRESPONDENCE DATA**

Fax Number: 2147455390

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.

Phone: 214-745-5172

Email: cberryman@winstead.com

Cathryn A. Berryman, Winstead, P.C. **Correspondent Name:** 2728 North Harwood Street, Suite 500 Address Line 1:

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	46731-K045US
NAME OF SUBMITTER:	Cathryn A. Berryman
SIGNATURE:	/Cathryn A. Berryman/
DATE SIGNED:	04/26/2016

**Total Attachments: 1** 

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and effective as of April 251, 2016, in favor of CSIDENTITY CORPORATION, d/b/a CSID, a Delaware corporation having a place of business at 1501 S. Mopac Expressway, Suite 200, Austin, Texas 78746 ("CSID") and executed by ID INSIGHT, INC., a Minnesota corporation, having a place of business at 900 6th Avenue SE, Suite, 215, Minneapolis, Minnesota 55414 ("ID Insight").

WHEREAS, ID Insight is the current owner of common law rights in and to the mark COMPLETEID for use in conjunction with software and service solutions for identity authentication, verification, fraud and legal compliance (the "Mark"), together with an undivided interest in and to certain service mark applications related thereto, including U.S. Serial Nos. 86/789039 filed October 15, 2015, and 86/868816 filed January 7, 2016 (the "Applications") and certain covenants not to sue or challenge and co-existence rights under that certain Trademark Settlement and Co-existence Agreement dated March 4, 2016, among CSID, ID Insight and ID Global Solutions, Inc. (the "Co-existence Agreement");

WHEREAS, in consideration for the purchase price paid to CSID to ID Insight pursuant to that certain Trademark License and Purchase Agreement dated September 28, 2015, between the parties (the "Purchase Agreement"), CSID was granted an option to purchase all of the right, title and interest in the Mark owned by ID Insight and such option has been properly executed by written notice contemporaneously herewith and full payment of the purchase price from CSID to ID Insight; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment of the Mark and the Applications by ID Insight to CSID and the goodwill associated with the Mark and its business in which the software and services using the Mark have been offered, which are on-going and existing and any covenants not to sue or challenge and co-existence rights vested in ID Insight under the Co-existence Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the purchase price fully paid under the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ID Insight hereby sell, assign and transfer unto CSID, its successors, assigns and legal representatives, ID Insight's entire right, title and interest in the Mark and the Applications including domestic and foreign rights, including without limitation: (i) all trademarks and all goodwill related thereto; (ii) any and all applications, registrations or certificates or renewals that may be issued or granted; (iii) all income, royalties, damages and payments now or hereafter due or payable; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement, throughout the entire world; (v) any and all consents, covenants not to sue or challenge, and co-existence rights related to the Mark, and (vi) the right throughout the world to file applications and/or renewals and obtain registrations in the Mark in the name of CSID throughout the world, including, without limitation, all rights of priority. Without limiting the foregoing, ID Insight acknowledges and affirms that: (i) this Assignment is intended to convey all of its entire rights in and to the Mark and the Applications, including without limitation, any contractual right of co-existence, covenants not to sue or challenge related to the Mark and the Applications arising under the Co-existence Agreement; (ii) ID Insight has ceased all use of the Mark in conjunction with its goods and services as of April 1, 2016, in accordance with the Purchase Agreement; and (iii) the purchase price due under the Purchase Agreement has been paid in full by CSID and no other payments, amounts or accounting shall be due from CSID, its successors, assigns and licensees with respect to the exercise of any rights conveyed under this Assignment. . ID Insight further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other agreements, documents or instruments in connection therewith necessary or appropriate to perfect such right, title and interest assigned by ID Insight to CSID, its successors, assigns and legal representatives, and to fully perform all covenants contained in this Assignment.

ID Insight, Inc.

By:

Name:

Title:

Date:

TRADEMARK LICENSE AND PURCHASE AGREEMENT - Attachment A

TRADEMARK

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