

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM393588

<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>
Swychd Inc.		07/12/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Commonbond, Inc.		
<b>Street Address:</b>	524 Broadway		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10012		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4811314	GRADIBLE	
<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>Email:</b>	trademarks.us@dentons.com,matthew.walters@dentons.com		
<b>Correspondent Name:</b>	Joel N. Bock, Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	10500015-000022		
<b>NAME OF SUBMITTER:</b>	Joel N. Bock		
<b>SIGNATURE:</b>	/joel bock/		
<b>DATE SIGNED:</b>	08/03/2016		
<b>Total Attachments: 3</b>			
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OP \$40.00 4811314

## **Intellectual Property Assignment**

WHEREAS, Swychd Inc., a Delaware corporation ("Assignor") is the owner of certain Intellectual Property (as such term is defined herein), including trade secret and copyright rights;

WHEREAS, it is the intention of Assignor, and CommonBond, Inc., a Delaware corporation ("COMMONBOND"), that COMMONBOND own the entire right, title and interest in and to the Intellectual Property, including, without limitation, all U.S. and foreign patent and copyright rights, and all trade secret rights therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, Assignor confirms its assignment, transfer, grant and conveyance to, and agrees to and hereby does assign, sell, transfer, grant, and convey to COMMONBOND, its successors and assigns all of its worldwide right, title, interest and benefit in and to the Intellectual Property, including, without limitation, all of its worldwide rights, title, interest and benefit in and to the patent rights therein under the patent laws of the United States and all foreign countries for the full term or terms thereof (and including all patent rights accruing by reason of patent treaties and conventions) including, but not limited to, any reissues, reexamination certificates, divisionals and/or continuation (including continuations-in-part) thereof now or hereafter provided by law, and all rights to make applications for and receive patent registrations therefor, insofar as any patent right in the Intellectual Property or any part thereof is not considered to vest in or be owned by COMMONBOND by operation of law; its copyright, database and data compilation rights therein under the copyright laws of the United States and all foreign countries for the full term or terms thereof (and including all copyright, database and data compilation rights accruing by reason of copyright treaties and conventions) including, but not limited to, any renewals, extensions or revisions thereof now or hereafter provided by law, and all rights to make applications for and receive copyright registrations therefor, insofar as any copyright, database and data compilation right in the Intellectual Property or any part thereof is not considered to vest in or be owned by COMMONBOND by operation of law; its trade secret rights therein under the laws of the United States and all foreign countries for the full term or terms thereof including, but not limited to, any state trade secret rights provided by law; and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present and/or future infringement thereof, the same to be held and enjoyed by COMMONBOND, its successors and assigns to the same extent that such rights, title and interest, if any, would have been held and enjoyed by Assignor if this Assignment had not been made.

For purposes of this Assignment, the term "Intellectual Property" shall mean:

- (a) all inventions, discoveries and improvements (whether patentable or unpatentable and whether or not reduced to practice) relating to algorithms, software and data base compilations relating to a student loan evaluation tool (collectively, the "Inventions");
- (b) the documentation and technology, processes, designs, ideas, discoveries, concepts, source code, object code, flow charts, inventions, improvements, invention disclosures, laboratory notebooks, know-how, trade secrets, design information, methodologies, techniques, product concepts, drawings, plans, formulations, technical data, shop rights, engineering

documentation, engineering notebooks, specifications and other intellectual property pertaining to the practice of the Inventions, including the information in possession of Assignee prior to the date hereof (collectively, the "Technology");

(c) all patents and patent applications related to the Inventions and Technology, together with all continuations, continuations-in-part, divisionals, reissues, reexamination certificates, extensions, renewals, related patents and patent applications, and all foreign counterparts and corresponding applications to the Inventions and Technology; and

(d) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith relating to the Inventions and Technology (including source code and object code), all copies thereof, and all documentation and other materials relating thereto.

Assignor authorizes and requests the United States Patent and Trademark Office and or head of any foreign patent office to issue all patent registrations which may issue on an application for any patent to COMMONBOND, its successors and assigns, in accordance with this Assignment.

Assignor authorizes and requests the Register of Copyrights and or head of any foreign Copyright Office to issue all copyright registrations which may issue on an application for any copyright to COMMONBOND, its successors and assigns, in accordance with this Assignment.

This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to its choice of laws rules.

This Assignment may be executed, via facsimile or otherwise, in one or more counterparts that in the aggregate shall comprise one Assignment.

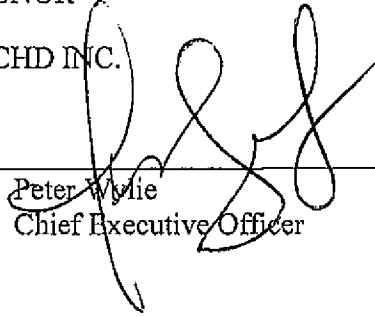
Assignor hereby represents and warrants that to the best of its knowledge there are no rights or interests outstanding that are inconsistent with the rights and interests granted herein and that Assignor has not and will not execute or grant or transfer any rights or interests inconsistent therewith and Assignor binds itself, as well as its successors, assigns and legal representatives to execute and deliver to COMMONBOND, its successors, assigns and legal representatives, any further documents or instruments and do any and all further acts that may be deemed necessary by COMMONBOND, its successors, assigns and legal representatives, to perfect the title herein conveyed, or intended so to be, and to enable such title to be recorded in the United States Copyright Office, any foreign copyright offices, the United States Patent and Trademark Office and any foreign patent and trademark offices.

In witness whereof, the Assignor has executed this instrument, effective as of this 12<sup>th</sup> day of July, 2016.

ASSIGNOR

SWYCHD INC.

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

  
Peter Wylie  
Chief Executive Officer

Witness: \_\_\_\_\_

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

Nathan Howard