

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM402680

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| AIQ, Inc.   |  | 05/16/2016            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Discovery Data, Inc.                               |                       |                       |
| <b>Street Address:</b>  | 12 Christopher Way                                 |                       |                       |
| <b>Internal Address:</b>  | Suite 202  |                       |                       |
| <b>City:</b>  | Eatontown  |                       |                       |
| <b>State/Country:</b>   | NEW JERSEY   |                       |                       |
| <b>Postal Code:</b>   | 07724  |                       |                       |
| <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>   | 4109473  | MERIDIAN-IQ           |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 8043447999   |                       |                       |
| <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>   | 804-788-8331                                       |                       |                       |
| <b>Email:</b>   | HWRITM@hunton.com                                  |                       |                       |
| <b>Correspondent Name:</b>  | Stephen P. Demm, Hunton & Williams LLP             |                       |                       |
| <b>Address Line 1:</b>  | 951 East Byrd Street                               |                       |                       |
| <b>Address Line 4:</b>  | Richmond, VIRGINIA 23219                           |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 87428.000002                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Stephen P. Demm                                    |                       |                       |
| <b>SIGNATURE:</b>   | /Stephen P. Demm/                                  |                       |                       |
| <b>DATE SIGNED:</b>   | 10/20/2016   |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |
| source=AIQ assignment to Discovery Data#page1.tif   |  |                       |                       |
| source=AIQ assignment to Discovery Data#page2.tif   |  |                       |                       |
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CH \$40.00 4109473



**PROPRIETARY RIGHTS ASSIGNMENT**

This Proprietary Rights Assignment (“*Assignment*”) is entered into as of the last date of the signatures below (the “*Effective Date*”), by and between **AIQ, Inc.**, a Delaware corporation (“*Assignor*”) and **Discovery Data, Inc.** a Delaware corporation (“*Assignee*”).

WHEREAS Assignor and Assignee are parties to that certain Asset Purchase Agreement dated May 16, 2016 (the “*APA*”), by and between Assignor and Assignee, pursuant to which Assignor is selling to Assignee all of the assets of Assignor used or held for use in connection with the Business (as defined in the APA) other than the Excluded Assets (as defined in the APA), and

WHEREAS, Assignor owns the Business Registered Proprietary Rights (as defined in the APA) and any and all other intellectual property and proprietary rights identified in Section 1.1(c) of the APA, including, without limitation, the following:

- (a) the www.Meridian-IQ.com URL and all underlying sub-pages on said web address (collectively, the “*Domain Name*”),
- (b) the trademark “Meridian-IQ” and the U.S. registration no. 4109473 for such trademark (the “*Trademark*”), and
- (c) the items of Intangible Assets listed on Schedule 1.1(c) of the APA,

and has proprietary rights in:

- (d) the look and feel of the interface appearing on the website www.Meridian-IQ.com, including the look and feel embodied therein for the use, arrangement or otherwise presentation of the items listed on Schedule I hereto;

(collectively, with the Business Registered Proprietary Rights, the “*Proprietary Rights*”); and

WHEREAS, Assignor wishes to assign to Assignee any and all right, title and interest to the Proprietary Rights in accordance with the APA.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee any and all right, title and interest which it has in and to the Proprietary Rights, together with the goodwill of that portion of the Assignor’s business related to the Proprietary Rights, and the right to sue for past infringement thereof. The foregoing assignment of the Proprietary Rights includes all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and misappropriation and any other rights relating to any of the foregoing.

Assignor hereby agrees to execute without further consideration any further documents and instruments which may be necessary, lawful and proper to secure to Assignee its interest and title in the aforementioned Proprietary Rights. Without limiting the foregoing, on or before the Closing Date (as defined in the APA), Assignor shall take all necessary steps to transfer the Domain Name into Assignee’s name and control and to direct the Domain Name to server addresses as instructed by Assignee.

Assignor shall not challenge or assist any third party in challenging Assignee's ownership of the Proprietary Rights.

Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office, the Director of the United States Copyright Office, and directors of equivalent foreign intellectual property offices, to issue any and all registrations or similar rights which may be granted upon said Proprietary Rights, or upon any improvements thereto, or any parts thereof, when granted, to said Assignee.

This Assignment shall be governed by and construed under the laws of the State of New York, exclusive of its choice of law principles. The courts of the State of New York shall have exclusive jurisdiction over any dispute between the parties arising out of or under this Assignment. Any process in any action, suit or proceeding arising out of or under this Assignment may, among other methods permitted by law, be served upon either party via courier delivery or First Class mail.

No amendment or modification of any provision of this Assignment shall be effective unless the same shall be in writing and signed by both parties.

This Assignment shall be interpreted in accordance with the terms and conditions of the APA.

This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The exchange of copies of this Assignment and of signature pages by facsimile or portable document format (.pdf) transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment below.

For And On Behalf of AIQ, Inc.

Assignor

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

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

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

Date: May 16, 2016

For And On Behalf of Discovery Data, Inc.

Assignee

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

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

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

Date: May \_\_, 2016

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment below.

For And On Behalf of AIQ, Inc.

For And On Behalf of Discovery Data, Inc.

Assignor

Assignee

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

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

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

Name: Michelle Riley

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

Title: Secretary

Date: May \_\_, 2016

Date: May 16, 2016

## SCHEDULE I

- Advisor/Agent/Rep/Firm-level (BD, RIA and Trust Company) data search criteria
- Logic that connects MIQ filters (“and/or”)
- Logic behind certain critical filters, such as “include retail” that combine multiple data points together at once within the interface
- Logic behind key definitions for certain filters/data points (i.e. “Wirehouse, Regional, Independent Broker/Dealer, Fee-Only, Passive, SRI, Alternative Investments menu, ETFs menu)
- Cross-pollinated data points
- Links connecting cross-pollinated data points across data sets (i.e. dually licensed IAR link from RIA profile to corresponding RR profile)
- Choice/menu of reports, search functions, and workflow tools
- Territory Builder feature and interface
- Trip Planner feature and interface
- Map features and interface
- List Upload feature and interface
- Saved Target Reports created by users that are stored and accessible from the interface
- Dynamic Rep Movement Report- RR
- Update Ticker Tool and content, uploaded lists and links available to clients from the interface
- “Notes” feature- allowing clients to enter, store as well as then download proprietary notes in each advisor/firm profile
- Add/Remove feature (allows users to customize saved reports one-off specific to their experience/knowledge)
- Training videos
- Customizable Download Templates (functionality, data points, organization of those data points within the menus, download format selection options and output to Excel)
- ADV Part 2A & 2B keyword search feature and interface
- Admin tool and interface (i.e. ability/feature set tied to state/regional subscriptions, data set/firm/channel level subscription, Standard and Super User seat design/access
- Save As feature for Saved Target & Saved Territory Builder Reports and Territory Builder Components
- Cross-Channel/Data Set functionality (combined reports showing RIAs, RRs, Trust, etc. in one report
- Ability for users to share saved target and territory builder reports with other users
- Search/Flag new RIA records added to saved target report and color code indicator for increased/decreased AUM by date range
- Google search, linkedin, FINRA links from profiles