

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	asset purchase agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meetings Analytics, Inc.	FORMERLY Peter Matthews and Associates, Inc. DBA Meetings Analytics	03/02/2017	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	ZS Associates, Inc.		
Street Address:	1560 Sherman Avenue		
Internal Address:	One Rotary Center		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3968137	MEETINGS ANALYTICS	
CORRESPONDENCE DATA			
Fax Number:	6509385200		
<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:	6509888500		
Email:	trademarks@fenwick.com		
Correspondent Name:	Christine B. Redfield,Fenwick & West LLP		
Address Line 1:	801 California Street		
Address Line 2:	Silicon Valley Center		
Address Line 4:	Mountain View, CALIFORNIA 94041		
NAME OF SUBMITTER:	Christine Redfield		
SIGNATURE:	/Christine Redfield/		
DATE SIGNED:	09/27/2017		
Total Attachments: 4			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated March 2, 2017 (the "Effective Date"), is entered into by and among **ZS ASSOCIATES, INC.**, an Illinois Corporation ("Buyer"), **MEETINGS ANALYTICS, INC.**, an Illinois corporation ("Seller") and **Kimberly Meyer**, a resident of the State of Illinois ("Kimberly"), and **Peter Matthews**, a resident of the State of Illinois ("Peter") (each a "Shareholder" and together, the "Shareholders"). Buyer, Seller, and the Shareholders each are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

ARTICLE II
PURCHASE AND SALE

2.1 Purchase and Sale of Assets.

(a) On the Closing Date, Seller agrees to sell and transfer, and Buyer agrees to purchase from Seller, all of the assets, properties, privileges, claims and rights, and specifically excluding the Excluded Assets (as defined below), that are owned, used or held for use in connection with, or required for the conduct of the Business as a going concern, as such assets shall exist on the Closing Date (collectively, the “Assets”), in the case of all such Assets, free and clear of all encumbrances, except for Assumed Obligations as defined below, including, but not limited to, the following:

(ii) all Intellectual Property of Seller, including those set forth on Schedule 2.1(a) (for purposes hereof, “Intellectual Property” shall be defined as follows: any and all Patents, Trademarks, Trade Names, Domain Names, inventions, technical data, computer programs, software, hardware, middleware, service-oriented architectures, modules, schematics, specifications, diagrams, applications, patterns, plans, representations, models, operations management procedures, industrial designs, know-how, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, confidential information, proprietary information and trade secrets, whether or not patented or patentable; copyrights, writing and other copyrightable works and works in progress, databases, software and website content; all moral rights and other intellectual property rights and foreign equivalent or counterpart rights and forms of protection of a similar or analogous nature or having similar

effect in any jurisdiction throughout the world; all registrations and applications for registration of any of the foregoing; and any renewals, extensions, continuations, divisionals, reexaminations or reissues or equivalent or counterpart of any of the foregoing in any jurisdiction throughout the world, in each case, that is owned by Seller or used by it in the conduct of the Business) (for purposes hereof, "Patents") shall be defined as follows: patents (including all non-provisionals, reissues, reexaminations, divisionals, continuations, continuation in parts, renewals, substitutes and extensions thereof), utility models, design patents, provisional patent applications, non-provisional patent applications and disclosures in the United States and in all foreign countries and under all international conventions, including the Patent Cooperation Treaty) (for purposes hereof, "Trademarks") shall be defined as follows: (i) brand names, trademarks, service marks, slogans, taglines, trade dress, logos, graphics, packaging, designs, domain names, Uniform Resource Locators, and registrations thereof, pending applications for registration thereof and such unregistered rights with respect thereto in the United States and in all foreign countries and under all international systems, conventions and treaties, including the Madrid system, Trademark Law Treaty, Community Trade Mark system, TRIPS and Paris Convention, which are proprietary to the Person or used in such Person's business, and (ii) the good will of the business associated with such Trademarks) (for purposes hereof, "Trade Names") shall be defined as follows: any names under which Seller does business, including without limitation any corporate names, names under which Seller is qualified to do business, fictitious names, assumed names, and trade names, used by the applicable Person);

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

SELLERS:

Date: March 2 2017

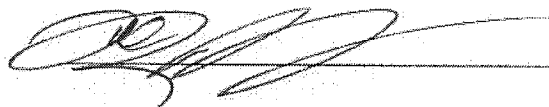
MEETINGS ANALYTICS

By: Kimberly Meyer

Its: President

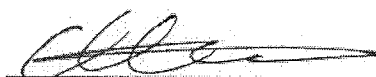
Kimberly Meyer

Date: March 2 2017



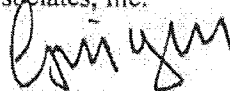
Peter Matthews

Date: March 2 2017



BUYER:

ZS Associates, Inc.



Date: March 2, 2017

By: Christopher S. Wright

Title: President & Managing Director

Signature Page to
Asset Purchase Agreement

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