

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449783

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Neurensic, Inc. | | 10/06/2017 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Trading Technologies International, Inc. | | |
| Street Address: | 222 S Riverside Plaza, Suite 1100 | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60606 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5291731 | NEURENSIC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3125548015 | | |
| <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: | (312) 554-8000 | | |
| Email: | TC@pattishall.com, kep@pattishall.com | | |
| Correspondent Name: | Thad Chaloeintiarana | | |
| Address Line 1: | 200 South Wacker Drive, Suite 2900 | | |
| Address Line 4: | Chicago, ILLINOIS 60606-5896 | | |
| ATTORNEY DOCKET NUMBER: | 2057-094 | | |
| NAME OF SUBMITTER: | Thad Chaloeintiarana | | |
| SIGNATURE: | /Thad Chaloeintiarana/ | | |
| DATE SIGNED: | 11/06/2017 | | |
| Total Attachments: 4 | | | |
| source=NEURENSIC Trademark Assignment Neurensic to TT#page1.tif | | | |
| source=NEURENSIC Trademark Assignment Neurensic to TT#page2.tif | | | |
| source=NEURENSIC Trademark Assignment Neurensic to TT#page3.tif | | | |
| source=NEURENSIC Trademark Assignment Neurensic to TT#page4.tif | | | |

CH \$40.00 5291731

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of October 6, 2017, is made by NEURENSIC, INC., a Delaware corporation ("Seller"), in favor of TRADING TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation ("Buyer").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated October 6, 2017, between Buyer and Seller (the "Asset Purchase Agreement"), Buyer is acquiring substantially all of the assets of Seller, including without limitation the Purchased IP (as defined in the Asset Purchase Agreement);

WHEREAS, Buyer and Seller have entered into that certain Intellectual Property Assignment dated as of October 6, 2017 (the "IP Assignment"), under which Seller assigned to Buyer all of Seller's right, title and interest in and to the Purchased IP;

WHEREAS, Buyer and Seller desire to further confirm and evidence Buyer's ownership of the Assigned Trademarks (as defined below); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in, to and under the following:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of Seller relating to the Business, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including without limitation the trademarks, registrations and applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Assigned Trademarks"); (ii) the goodwill of the Business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule I, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's Business, or that portion of the Business to which the trademark pertains, and that Business is ongoing and existing; and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the

right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Trademark Assignment Agreement as of the date first set forth above.

NEURENSIC, INC.

By: 

Name: David Widerhorn

Title: Chief Executive Officer

TRADING TECHNOLOGIES
INTERNATIONAL, INC.

By: 

Name: Michael Ryan

Title: Executive Vice President and
General Counsel

Schedule 1

Assigned Trademarks

REGISTERED TRADEMARKS AND APPLICATIONS

| Trademark | Country | Registration / Application Number | Registration / Application Date | Class(es) | Record Owner | Status |
|-----------|---------|-----------------------------------|---------------------------------|-------------------|-----------------|----------|
| NEURENSIC | USA | 5,291,731 | Sept 19, 2017 | 9, 35, 36, 42, 45 | Neurensic, Inc. | Accepted |

UNREGISTERED TRADEMARKS, LOGOS AND OTHER UNREGISTERED IP

1. SCORE
2. SCORE SURVEILLANCE
3. SCORE SURVEILLANCE PLATFORM
4. SCORE PLATFORM
5. SCORE TRADING SURVEILLANCE
6. SCORE TRADING SURVEILLANCE PLATFORM
7. SCORE SURVEILLANCE TECHNOLOGY
8. NEURENSIC SCORE
9. NEURENSIC SCORE SURVEILLANCE
10. NEURENSIC SCORE SURVEILLANCE PLATFORM
11. NEURENSIC SCORE PLATFORM
12. NEURENSIC SCORE TRADING SURVEILLANCE
13. NEURENSIC SCORE TRADING SURVEILLANCE PLATFORM
14. NEURENSIC SCORE SURVEILLANCE TECHNOLOGY



15.