

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM460460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Critical Mix Inc.		02/01/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	iGain LLC		
Street Address:	400 TradeCenter, Suite 4960		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4668752	EARNINGSTATION	
Registration Number:	4488115	IGAIN	
CORRESPONDENCE DATA			
Fax Number:	8602515211		
<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:	860-251-5703		
Email:	trademarks@goodwin.com		
Correspondent Name:	Barb Villandry, Paralegal		
Address Line 1:	Shipman & Goodwin LLP		
Address Line 2:	One Constitution Plaza		
Address Line 4:	Hartford, CONNECTICUT 06103-1919		
NAME OF SUBMITTER:	Barb Villandry, Paralegal		
SIGNATURE:	/Barb Villandry/		
DATE SIGNED:	02/01/2018		
Total Attachments: 3			
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source=Assignment of Trademarks from Critical Mix to iGain LLC#page3.tif			

OP \$65.00 4668752

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "**Assignment**") is made as of February 1, 2018, by **CRITICAL MIX INC.**, a Delaware corporation ("**Assignor**"), in favor of **iGAIN LLC**, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignor has adopted, used and is the owner of the trademarks identified on Schedule 1 (the "**Trademarks**") attached hereto and made a part hereof;

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor grants, transfers, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, and (a) renewals of the Trademarks, (b) all income, royalties, damages and payments now and later due and/or payable with respect to the Trademarks including, without limitation, damages and payments for past, present or future infringements, (c) the right to sue for past, present and future infringements, and (d) all rights relating to the Trademarks throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks.

Assignor covenants that it will execute any other documents and perform any other acts that may be necessary fully to vest in Assignee the rights conveyed by this Assignment and to register this Assignment with any governmental authority having jurisdiction over it.

This Assignment shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed as of the day and year first above written.

CRITICAL MIX INC.

By: 
Name: Keith Price
Title: Co-Chief Executive Officer

By: 
Name: Hugh Davis
Title: Co-Chief Executive Officer

[Signature Page to Assignment of Trademarks]

**SCHEDULE 1
To
ASSIGNMENT OF TRADEMARKS**

Trademark	Registration Number
EARNINGSTATION	4668752
iGain	4488115