

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464279

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cerebral Assessment Systems, Inc.		02/26/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Cognivue Inc.		
Street Address:	1 Fishers Road		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4670489		
Registration Number:	4634520	CEREBRAL ASSESSMENT SYSTEMS	
Registration Number:	4677958	THE HUMAN SPECTRUM	
Registration Number:	4674320	COGNIVUE	
CORRESPONDENCE DATA			
Fax Number:	5854543968		
<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:	585-987-2800		
Email:	trademarks@woodsoviatt.com		
Correspondent Name:	Woods Oviatt Gilman LLP		
Address Line 1:	2 State Street		
Address Line 2:	700 Crossroads Building		
Address Line 4:	Rochester, NEW YORK 14614		
ATTORNEY DOCKET NUMBER:	GO100.107601		
NAME OF SUBMITTER:	Katherine H. McGuire, Esq.		
SIGNATURE:	/Katherine H. McGuire/		
DATE SIGNED:	03/05/2018		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of February 26, 2018, is made by and between Cerebral Assessment Systems, Inc. (“**Seller**”), a New York corporation, located at 2085 Brighton Henrietta Town Line Road, Rochester, New York, 14623, in favor of Cognivue Inc. (“**Buyer**”), a New York corporation located at 1 Fishers Road, Pittsford, New York 14534, in connection with the purchase of certain assets of Seller pursuant to an Asset Purchase Agreement dated February 26, 2018 by and among Buyer and Seller (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) the trademark registrations and trademark applications set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, 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;

(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 Patents 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.

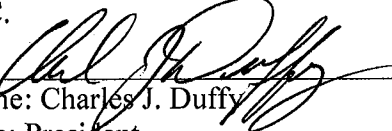
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

CEREBRAL ASSESSMENT SYSTEMS, INC.

By: 
Name: Charles J. Duffy

Title: President

Address for Notices:

171 Sully's Trail,
Pittsford, NY 14534

Attention: Thomas Bonadio, Director

ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS.
MONROE COUNTY OF)

On the 26th day of February 2018, before me personally appeared Charles J. Duffy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Cerebral Assessment Systems, Inc., the corporation described, and acknowledged the instrument to be his free act and deed/the free act and deed of such corporation for the uses and purposes mentioned in the instrument.


Notary Public

Printed Name: STEVEN A. SUOZZI

My Commission Expires: _____

STEVEN A. SUOZZI
NOTARY PUBLIC, State of New York
Qualified in Monroe County
Registration No. 02SU6348206
Commission Expires September 19, 2020

SCHEDULE 1

ASSIGNED TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Entity Name
Cerebral Assessment Systems (Logo)	86/278,207	05/12/2014	4,670,489	01/13/2015	Cerebral Assessment Systems, Inc.
Cerebral Assessment Systems (word mark)	86/273,047	05/06/2014	4,634,520	11/04/2014	Cerebral Assessment Systems, Inc.
The Human Spectrum	86/271,861	05/05/2014	4,677,958	01/27/2015	Cerebral Assessment Systems, Inc.
Cognivue	86/222,847	03/17/2014	4,674,320	01/20/2015	Cerebral Assessment Systems, Inc.