

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM467390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riv Data Corp.		04/12/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Social Intel Corp.		
Doing Business As:	Social Intelligence (f/k/a/ Social Intelligence Corp.)		
Street Address:	735 State Street, Suite 211		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93101		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4115578	SOCIAL INTELLIGENCE	
Registration Number:	4306342	SOCIAL INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:	8669471121		
<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:	585-263-1000		
Email:	nytm@nixonpeabody.com		
Correspondent Name:	Kristen Mollnow Walsh, Nixon Peabody LLP		
Address Line 1:	1300 Clinton Square		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	58625-3		
NAME OF SUBMITTER:	Kristen Mollnow Walsh		
SIGNATURE:	/kristenmollnowwalsh/		
DATE SIGNED:	03/28/2018		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME TRANSFER ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement ("**Agreement**"), is entered into effective as of April 12, 2017, by and between Riv Data Corp., a Delaware corporation having its principal place of business in Santa Barbara, California ("**Assignor**"), and Social Intel Corp., d/b/a Social Intelligence (f/k/a Social Intelligence Corp.), a Delaware corporation ("**Assignee**") having its principal place of business in Santa Barbara, California.

Assignee and Assignor are sometimes collectively referred to herein as the "**Parties**" and separately as a "**Party**." Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Contribution Agreement (as defined below).

RECITALS

WHEREAS, the Parties have entered into a Contribution Agreement, dated April 12, 2017 (the "**Contribution Agreement**"), regarding the transfer of all of the Assignor's right, title and interest in certain assets to Assignee upon the terms and subject to the conditions set forth in the Contribution Agreement. The Contribution Agreement is incorporated herein by reference and made part of the Agreement;

WHEREAS, Assignor has adopted and used, and is the owner of all right, title and interest in and to the registered trademarks as identified in Schedule A hereto (collectively, the "**Trademarks**");

WHEREAS, the domain names shown in Schedule B are active domain names (collectively the "**Domain Names**") currently registered to Assignor;

WHEREAS, the Domain Names are currently active and registered with the registrars indicated in Schedule B;

WHEREAS, pursuant to the Contribution Agreement, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Trademarks and Domain Names and any and all goodwill associated therewith;

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. OBLIGATIONS OF THE PARTIES

- 1.1. General. Assignor agrees to sell and Assignee agrees to buy the Trademarks and Domain Names.
- 1.2. Assignment. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee in perpetuity and throughout the world any and all right, title and interest to the Trademarks and Domain Names shown on Schedules A and B together with the goodwill symbolized by and associated with the use of the same, including all common law use, application, registration, renewal and extension rights, all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith, free and clear of any and all encumbrances, other than non-exclusive licenses granted to third parties in the ordinary course of business.

2. TRADEMARK AND DOMAIN TRANSFER

- 2.1. Assignor's Responsibilities for Transfer of Trademarks. Assignor will cooperate with Assignee in executing and/or filing documents with the United States Patent and Trademark Office (the "USPTO") to record this Agreement with the USPTO. Assignor shall execute, deliver and acknowledge such assignments and other documents and take all such other actions as Assignee may reasonably request to memorialize or perfect the assignment and Assignee shall bear the costs and expenses of filing fees, recordal fees, or other USPTO database fees in connection with memorializing and perfecting such assignment.
- 2.2. Assignor's Responsibilities for Transfer of Domain Names. Assignor shall promptly transfer the registration and ownership of the Domain Names in accordance with the procedures of the applicable registrar, and shall reasonably cooperate in good faith with Assignee to complete such transfer, and Assignee shall bear the costs and expenses of transfer fees and other registrar or database fees in order to complete such transfer.

3. REPRESENTATIONS AND WARRANTIES

- 3.1. Assignor's Warranty.
Assignor represents and warrants that it has full right, power and authority to enter into this Agreement, to perform all of their obligations hereunder, to consummate all of the transactions contemplated herein.
- 3.2. Assignee's Warranty. Assignee represents and warrants that it has full right, power and authority to enter into this Agreement, to perform all of its obligations hereunder, and to consummate all of the transactions contemplated herein.

4. EQUITABLE REMEDIES

- 4.1. Each Party acknowledges that a breach or alleged breach by such party under this Agreement would cause the other party immediate and irreparable harm for which monetary damages would not be an adequate remedy and hereby agrees that in the event of a breach or a threatened breach by such party of any such obligations, the other party shall, in addition to any and all other rights and remedies that may be available in respect of such breach, be entitled to equitable relief, including in the form of preliminary or permanent injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

5. MISCELLANEOUS

- 5.1. This Agreement is a binding agreement and constitutes the complete, final and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof and supersedes any and all other agreements, written or oral, prior or contemporaneous, with respect thereto. This Agreement shall be binding upon the Parties hereto and inure to the benefit of the Parties hereto, their respective successors and permitted assigns.
- 5.2. This Agreement cannot be modified or amended except by a written instrument signed by both Parties.

- 5.3. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.
- 5.4. A waiver of a breach or default under this Agreement shall not be a waiver of any other or subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.
- 5.5. Assignor agrees to deliver to Assignee all such other documents and instruments reasonably required or relating to the transactions contemplated by this Agreement as Assignee may reasonably request or deem reasonably necessary in order to effectuate the transactions contemplated by this Agreement.
- 5.6. Captions and section headings in this Agreement are included for convenience and are not part of this Agreement.
- 5.7. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement 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 Agreement.
- 5.8. This Agreement shall be governed by laws of the State of Delaware, except for its provisions on conflicts of law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark and Domain Name Assignment Agreement, intending to be bound thereby.

ASSIGNOR
Riv Data Corp.

By: Max Drucker
Name: Max Drucker
Title: Chief Executive Officer

ASSIGNEE
Social Intel Corp.

By: Max Drucker
Name: Max Drucker
Title: Chief Executive Officer

[Signature Page to Trademark and Domain Name Assignment Agreement]

Schedule A
Trademarks

Trademark	Owner	Registration Number	Goods and Services
Social Intelligence	Riv Data Corp	4115578	<p>Employee monitoring services, namely, monitoring employees for job performance purposes on user generated content media websites and social networking websites based upon pre-set employer criteria and providing reports to employers on employee activities.</p> <p>Providing employers with the tools to identify and monitor applicant and employee activity in connection with pre-employment screening, namely, conducting pre-employment background screening services; employee monitoring services, namely, monitoring employee activities for security purposes and for enforcement of a company's social media policy on user generated content media websites and social networking websites based upon pre-set employer criteria.</p>
Social Intelligence	Riv Data Corp	4306342	<p>Providing insurance investigation services related to insurance claims for professional claims personnel, insurance adjusters and insurance companies for purposes of investigating claims and investigating claims of fraud based upon publicly available information and information from social media channels and networks; providing insurance investigation services, namely, monitoring insurance claimant activities and monitoring and collecting information from publicly available information, claimant online activities, and claimant activities on social media channels and networks; providing insurance investigation services related to insurance underwriting for professional underwriting personnel, insurance adjusters and insurance companies for purposes of rating, classifying. And under-writing prospective and existing insurance policy holders based upon publicly available information and information from social media channels and networks; providing investigation services related to security clearance background investigations to industry, government personnel, and federal agencies for purposes of investigating prospective employees and candidates, supporting pre-employment evaluations, and determining candidate eligibility for security clearance based upon publicly available information and information from social media channels and networks; and providing research and investigation services to companies and businesses for purposes of screening third-party vendors, suppliers, and contractors, screening prospective partners and candidates for business transactions, screening jurors, and providing litigation support based upon publicly available information and information from social media channels and</p>

networks, in class 45 (u.s. cls. 100 and ioi).

Schedule B

Domain Names

Domain Name	Registrar
socialintel.com	GoDaddy
sociamediaintel.com	GoDaddy
socialintelligence.com	GoDaddy