

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Docalytics, Inc.		02/10/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Contently, Inc.		
Street Address:	598 Broadway		
Internal Address:	Floor 4		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10012		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4542621	DOCALYTICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2124304247		
Email:	rravitzka@gunder.com		
Correspondent Name:	Katherine S. Gardner		
Address Line 1:	220 West 42nd Street		
Address Line 2:	Floor 17		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Remy C. Ravitzka		
SIGNATURE:	/rcr/		
DATE SIGNED:	05/17/2018		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the *Agreement*), effective as of February 10th, 2016 (the *Effective Date*), is between Docalytics, Inc., a Delaware corporation (*Assignor*), and Contently, Inc., a Delaware corporation (*Assignee*).

WHEREAS, Assignee desires to acquire, and Assignor desires to assign, the entire and exclusive right, title and interest in and to the Intellectual Property (as defined below).

NOW, THEREFORE, in consideration of the following terms and conditions, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. DEFINITIONS.

Intellectual Property means any and all intellectual property described in on Exhibit A, including without limitation any and all of Assignor's concepts, discoveries, inventions, developments, technologies, works of authorship, logos, marks, designations of origin, domain names, trade secrets, software, firmware, tools, processes, techniques, know-how, devices, apparatuses, specifications, designs, circuits, layouts, mask works, algorithms, programs, codes, documentation and other materials, data or information, tangible or intangible, whether or not it may be patented, copyrighted or otherwise protected (including all precursors, works in progress, versions, modifications, enhancements and derivative works thereof) related thereto, and including all patent rights, copyright rights, mask work rights, trademark rights, domain name rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world (including any disclosure thereof and application therefor) therein.

2. ASSIGNMENT. Assignor hereby sells, assigns, transfers and conveys to Assignee, exclusively throughout the world, all right, title and interest (whether or not now existing) in and to the Intellectual Property and any associated goodwill therein or related thereto, and the right to sue and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements thereof.

3. PAYMENT. In consideration of the foregoing assignments and Assignor's other obligations hereunder, Assignee hereby agrees to transfer to Assignor the consideration set forth on Exhibit B hereto. Such shall be the only consideration required of Assignee with respect to the subject matter of this Agreement.

4. FURTHER ASSURANCES. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the assignments hereunder and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature as needed in connection with the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact, with full power of substitution, to act for and on its behalf and in Assignor's stead, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR. Assignor represents, warrants and covenants to Assignee that:

5.1 It has full power, right and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement constitutes its valid and binding obligation enforceable in accordance with its terms.

5.2 Its execution and delivery of this Agreement, and compliance with the terms hereof do not and will not conflict with or result in a breach of any terms of, or constitute a default under, its charter, bylaws or any agreement, obligation or instrument to which it is a party or by which it is bound.

5.3 Assignor is the sole and exclusive owner of the Intellectual Property, and that Assignor has not previously assigned, transferred, licensed, pledged or otherwise encumbered the Intellectual Property, or agreed to do so.

5.4 No consent, approval, or authorization of any third party is required in connection with the transfer to Assignee of any Intellectual Property.

5.5 Assignor is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the *Securities Act*).

5.6 Assignor is acquiring and will hold the Shares (as defined in Exhibit B hereto) for investment for its account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act. In addition, Assignor shall not distribute the Shares to its stockholders, including upon any liquidation or wind-up within one year following the date hereof without the prior written consent of the Assignee.

5.7 It understands that the Shares have not been registered under the Securities Act by reason of a specific exemption therefrom and that the Shares must be held indefinitely, unless they are subsequently registered under the Securities Act or Assignor obtains an opinion of counsel, in form and substance satisfactory to Assignee and its counsel, that such registration is not required. It further acknowledges and understands that Assignee is under no obligation to register the Shares.

5.8 It is aware of the adoption of Rule 144 by the Securities and Exchange Commission under the Securities Act, which permits limited public resales of securities acquired in a non-public offering, subject to the satisfaction of certain conditions, including (without limitation) the availability of certain current public information about the issuer, the resale occurring only after the holding period required by Rule 144 has been satisfied, the sale occurring through an unsolicited "broker's transaction," and the amount of securities being sold during any three-month period not exceeding specified limitations. It acknowledges and understands that the conditions for resale set forth in Rule 144 have not been satisfied and that Assignee has no plans to satisfy these conditions in the foreseeable future.

5.9 Assignor will not sell, transfer or otherwise dispose of the Shares in violation of the Securities Act, the Securities Exchange Act of 1934, or the rules promulgated thereunder, including Rule 144 under the Securities Act. Assignor agrees that it shall not dispose of the Shares unless and until it has complied with all requirements of this Agreement applicable to the disposition of Shares and it has provided Assignee with an opinion of counsel, in substance and form reasonably satisfactory to Assignee that the proposed disposition does not require registration of the Shares under the Securities Act or all appropriate action necessary for compliance with the registration requirements of the Securities Act or with any exemption from registration available under the Securities Act (including Rule 144) has been taken and the proposed disposition will not result in the contravention of any transfer restrictions applicable to the Shares under state securities law.

5.10 Assignor has been furnished with, and has had access to, such information as it considers necessary or appropriate for deciding whether to purchase the Shares, and Assignor has had an opportunity to ask questions and receive answers from Assignee regarding the terms and conditions of the issuance of the Shares.

5.11 Assignor is aware that the Shares have limited liquidity and are subject to the risk of complete loss. Assignor is able, without impairing its financial condition, to hold the Shares for an indefinite period and to suffer a complete loss of the value of the Shares.

5.12 Regardless of whether the offering and sale of Shares under this Agreement have been registered under the Securities Act or have been registered or qualified under the securities laws of any State, Assignee at its discretion may impose restrictions upon the sale, pledge or other transfer of the Shares (including

the placement of appropriate legends on stock certificates or the imposition of stop-transfer instructions) if, in the judgment of Assignee, such restrictions are necessary or desirable in order to achieve compliance with the Securities Act, the securities laws of any State or any other law.

5.13 Assignee shall not be required to (i) transfer on its books any Shares that have been sold or transferred in contravention of this Agreement or (ii) treat as the owner of Shares, or otherwise to accord voting, dividend or liquidation rights to, any transferee to whom Shares have been transferred in contravention of this Agreement.

6. **REPRESENTATIONS AND WARRANTIES OF ASSIGNEE.** Assignee represents and warrants to Assignor that:

6.1 **Organization, Good Standing, Authority.** Assignee is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. This Agreement constitutes the legal, valid, and binding obligation of Assignee, enforceable against Assignee in accordance with its terms; and Assignee has the absolute and unrestricted right, power, authority, and capacity to execute and deliver this Agreement, and perform its obligations hereunder.

6.2 **Valid Issuance of Shares.** The Shares are duly authorized, validly issued, fully paid and non-assessable and is not issued in violation of any preemptive right of any stockholder of Assignee and subject to no liens or encumbrances.

6.3 **Financial Statements.** Assignee has provided to Assignor copies of the following financial statements of Assignee: unaudited balance sheet and statements of cash flow and statement of income as of December 31, 2015 (collectively, the *Financial Statements*). The Financial Statements are prepared in accordance with generally accepted accounting principles and together they fairly and accurately present the financial position and results of operations of the Assignee as of the dates and for the periods set forth therein. All material liabilities of the Assignee are set forth on the balance sheet.

6.4 **Capitalization.** The authorized capital stock of Assignee immediately prior to the issuance of the Shares, will consist of: (i) 30,000,000 shares of Common Stock, par value \$0.0001 per share, (A) 26,000,000 shares of which are designated "Voting Common Stock," 11,279,991 shares of which are issued and outstanding, and (B) 4,000,000 shares of which are designated "Nonvoting Common Stock," none of which are issued and outstanding, and (ii) 10,114,744 shares of the Assignee's Preferred Stock, par value \$0.0001 per share (the *Preferred Stock*), (A) 484,778 shares of which are designated "Series A Preferred Stock," all of which are issued and outstanding, (B) 2,815,848 shares of which are designated "Series A-1 Preferred Stock," 2,804,940 of which are issued and outstanding and (C) 6,814,118 of which are designated "Series B Preferred Stock," all of which are issued and outstanding. Except for (i) the conversion privileges of the shares of Preferred Stock to be issued under this Agreement, (ii) currently outstanding options to purchase 425,532 shares of Common Stock granted to employees and other service providers pursuant to the Assignee's 2011 Stock Plan, as amended, (iii) currently outstanding options to purchase 1,457,711 shares of Common Stock granted to employees and other service providers pursuant to the Assignee's 2013 Stock Plan (the *2013 Stock Plan*), (iv) currently outstanding warrants to purchase 10,908 shares of Series A-1 Preferred Stock, (v) currently outstanding warrants to purchase 40,000 shares of Common Stock and (vi) rights provided in Section 3.4 of that certain Amended and Restated Investors' Rights Agreement, by and among the Assignee and the other parties thereto, dated as of December 27, 2013, there are not outstanding any options, warrants, rights (including conversion or preemptive rights) or agreements for the purchase or acquisition from the Assignee of any shares of its capital stock. In addition to the aforementioned options, the Assignee has reserved an additional 1,439,317 shares of Common Stock for purchase upon exercise of options to be granted in the future under the 2013 Stock Plan.

7. **MARKET STAND-OFF.** In connection with any underwritten public offering by Assignee of its equity securities pursuant to an effective registration statement filed under the Securities Act, including Assignee's initial public offering, Assignor or a transferee of any of the Shares shall not directly or indirectly sell, make any short sale of, loan, hypothecate, pledge, offer, grant or sell any option or other contract for the purchase of, purchase any option or other contract for the sale of, or otherwise dispose of or transfer, or agree to engage in any of the foregoing transactions with respect to, any Shares without the prior written consent of Assignee or its managing underwriter. Such restriction (the *Market Stand-Off*) shall be in effect for such period of time following the date of the final prospectus for the offering as may be requested by Assignee or such underwriter. In no event, however, shall such period exceed 180 days plus such additional period as may reasonably be requested by Assignee or such underwriter to accommodate regulatory restrictions on (i) the publication or other distribution of research reports or (ii) analyst recommendations and opinions, including (without limitation) the restrictions set forth in Rule 2711(f)(4) of the National Association of Securities Dealers and Rule 472(f)(4) of the New York Stock Exchange, as amended, or any similar successor rules. The Market Stand-Off shall in any event terminate two years after the date of Assignee's initial public offering. In the event of the declaration of a stock dividend, a spin-off, a stock split, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting Assignee's outstanding securities without receipt of consideration, any new, substituted or additional securities which are by reason of such transaction distributed with respect to any shares of Assignee's capital stock subject to the Market Stand-Off, or into which such shares thereby become convertible, shall immediately be subject to the Market Stand-Off. In order to enforce the Market Stand-Off, Assignee may impose stop-transfer instructions with respect to the Shares until the end of the applicable stand-off period. Assignee's underwriters shall be beneficiaries of the agreement set forth in this Section 7. This Section 7 shall not apply to Shares registered in the public offering under the Securities Act.

8. **RIGHT OF FIRST REFUSAL.**

8.1 **Right of First Refusal.** In the event that the Assignor proposes to sell, pledge or otherwise transfer to a third party any Shares acquired under this Agreement, or any interest in such Shares, the Assignee shall have a right of first refusal (the *Right of First Refusal*) with respect to all (and not less than all) of such Shares. If the Assignor desires to transfer Shares acquired under this Agreement, the Assignor shall give a written notice of a proposed transfer of Shares (a *Transfer Notice*) to the Assignee describing fully the proposed transfer, including the number of Shares proposed to be transferred, the proposed transfer price, the name and address of the proposed transferee and proof satisfactory to the Assignee that the proposed sale or transfer will not violate any applicable federal, State or foreign securities laws. The Transfer Notice shall be signed both by the Assignor and by the proposed transferee and must constitute a binding commitment of both parties to the transfer of the Shares. The Assignee shall have the right to purchase all, and not less than all, of the Shares on the terms of the proposal described in the Transfer Notice (subject, however, to any change in such terms permitted under Section 8.2 below) by delivery of a notice of exercise of the Right of First Refusal within 30 days after the date when the Transfer Notice was received by the Assignee.

8.2 **Transfer of Shares.** If the Assignee fails to exercise its Right of First Refusal within 30 days after the date when it received the Transfer Notice, the Assignor may, not later than 90 days following receipt of the Transfer Notice by the Assignee, conclude a transfer of the Shares subject to the Transfer Notice on the terms and conditions described in the Transfer Notice, provided that any such sale is made in compliance with applicable federal, State and foreign securities laws and not in violation of any other contractual restrictions to which the Assignor is bound. Any proposed transfer on terms and conditions different from those described in the Transfer Notice, as well as any subsequent proposed transfer by the Assignor, shall again be subject to the Right of First Refusal and shall require compliance with the procedure described in Section 8.1 above. If the Assignee exercises its Right of First Refusal, the parties shall consummate the sale of the Shares on the terms set forth in the Transfer Notice within 60 days after the date when the Assignee received the Transfer Notice (or within such longer period as may have been specified in the Transfer Notice); provided, however, that in the event the Transfer Notice provided that payment for the Shares was to be made in a form other than cash or cash

equivalents paid at the time of transfer, the Assignee shall have the option of paying for the Shares with cash or cash equivalents equal to the present value of the consideration described in the Transfer Notice.

8.3 Additional or Exchanged Securities and Property. In the event of a merger or consolidation of the Assignee, a sale of all or substantially all of the Assignee's stock or assets, any other corporate reorganization, a stock split, the declaration of a stock dividend, the declaration of an extraordinary dividend payable in a form other than stock, a spin-off, an adjustment in conversion ratio, a recapitalization or a similar transaction affecting the Assignee's outstanding securities, any securities or other property (including cash or cash equivalents) that are by reason of such transaction exchanged for, or distributed with respect to, any Shares subject to this Section 8 shall immediately be subject to the Right of First Refusal. Appropriate adjustments to reflect the exchange or distribution of such securities or property shall be made to the number and/or class of the Shares subject to this Section 8.

8.4 Termination of Right of First Refusal. Any other provision of this Section 8 notwithstanding, in the event that the Shares are readily tradable on an established securities market when the Assignor desires to transfer Shares, the Assignee shall have no Right of First Refusal, and the Assignor shall have no obligation to comply with the procedures prescribed by Sections 8.1 and 8.2 above.

8.5 Permitted Transfers. This Section 8 shall not apply to any distribution of the Shares by Assignor to its stockholders, as of the date hereof, provided that any such transferee agrees in writing on a form prescribed by the Assignee to be bound by the provisions of this Agreement. If the Assignor transfers any Shares acquired under this Agreement, either under this Section 8.5 or after the Assignee has failed to exercise the Right of First Refusal, then this Agreement shall apply to the Transferee to the same extent as to the Assignor.

8.6 Termination of Rights as Stockholder. If the Assignee makes available, at the time and place and in the amount and form provided in this Agreement, the consideration for the Shares to be purchased in accordance with this Section 8, then after such time the person from whom such Shares are to be purchased shall no longer have any rights as a holder of such Shares (other than the right to receive payment of such consideration in accordance with this Agreement). Such Shares shall be deemed to have been purchased in accordance with the applicable provisions hereof, whether or not the certificate(s) therefor have been delivered as required by this Agreement.

8.7 Assignment of Right of First Refusal. The Board of Directors may freely assign the Assignee's Right of First Refusal, in whole or in part. Any person who accepts an assignment of the Right of First Refusal from the Assignee shall assume all of the Assignee's rights and obligations under this Section 8.

9. ASSIGNMENT OF SHARES. Notwithstanding any provision of this Agreement to the contrary, Assignor shall be permitted to assign or transfer the Shares to a successor entity upon its conversion from a Delaware corporation to a Delaware limited liability company upon the prior written consent of the Assignee, such consent not to be unreasonably withheld.

10. GENERAL PROVISIONS.

10.1 Entire Agreement. This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. No modification or waiver of this Agreement will be effective unless in writing and signed by the party against which enforcement is sought. The failure of a party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. Unless specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of

this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Governing Law. This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with the laws of, the State of New York, without regard to its conflicts of law provisions. The sole jurisdiction and venue for actions related to this Agreement will be the state or federal courts located in New York having jurisdiction over Assignee's offices, and both parties consent to the jurisdiction of such courts with respect to any such action. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party the costs and expenses (including reasonable attorneys' fees) that it incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

10.3 Relief. Assignor hereby acknowledges and agrees that, in the event of any breach or threatened breach of Section 2, 4 or 5, Assignee may suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, Assignee shall be entitled to injunctive and other equitable remedies to prevent or restrain, temporarily or permanently, such breach or threatened breach, without the necessity of posting any bond or surety. Such remedies shall be in addition to any other remedy that Assignee may have at law or in equity.

10.4 Survival and Indemnification. The representations and warranties set forth in Section 6 shall survive the date of this Agreement. Assignee agrees to indemnify, defend, and hold harmless Assignor from and against any and all claims, liabilities, losses, damages, costs, and expenses that result from or relate to a breach of Assignee's representations or warranties above.

10.5 Notice. Any notice required or permitted to be given hereunder will be effective upon receipt and shall be given in writing, in English and delivered in person, via established express courier service (with confirmation of receipt), confirmed facsimile or registered or certified mail, postage prepaid, return receipt requested.

10.6 Assignment. This Agreement and the performance contemplated hereunder are personal to Assignor, and Assignor shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Assignee. Any attempt to do so shall be void and of no effect. Assignee may transfer this Agreement without the consent of Assignor. This Agreement will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties. Notwithstanding the foregoing, Assignor may assign this Agreement to a successor entity upon its conversion from a Delaware corporation to a Delaware limited liability company upon the prior written consent of the Assignee, such consent not to be unreasonably withheld.

10.7 Confidentiality. The terms of this Agreement are confidential to Assignee. Assignor agrees not to issue any press release or make any other oral or written disclosure of any nature regarding the terms of this Agreement without the prior written consent of Assignee (except as may be required to comply with any law, regulation or court order).

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IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized officers to execute this Agreement as an instrument under seal as of the Effective Date.

ASSIGNOR: DOCALYTICS, INC.

DocuSigned by:
Evan Carothers
By: _____
Name: Evan Carothers
Title: CEO

ASSIGNEE: CONTENTLY, INC.

By: *Joe Coleman*

Name: Joe Coleman
Title: CEO

Exhibit A

Intellectual Property

All intellectual property related to the present business of Docalytics, Inc., including the business related to tracking and analyzing audience engagement with document-based content, including without limitation:

- all software in both source code and object code formats, all documentation related to such software, and all copyrights related to the software or the documentation;
- all trade secrets and other confidential or proprietary information, know-how, data and technologies;
- all content and other copyrightable materials, including but not limited to all prototypes, demos, wireframes, logos, graphic designs, drawings, and videos;
- the domain name <http://www.docalytics.com>; and
- all common law rights in the trade names, trademarks and service marks and the goodwill of the business symbolized and associated with such marks.
- All patents, either approved, pending or acquired

Exhibit B

Consideration

The consideration for the Intellectual Property described in this Agreement shall be as follows: (i) USD \$21,000.00 shall be paid by Assignee to Assignor within 30 days of the execution of this Agreement, (ii) 74,302 shares of the Common Stock of Assignee (*Common Stock*) shall be issued to Assignor (the *Shares*), and (iii) Assignee shall pay up to \$15,000.00 of Assignor's legal fees in connection with the transaction contemplated hereby.

