

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM469956

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Braincase, LLC		02/22/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ZS Associates, Inc.		
<b>Street Address:</b>	1560 Sherman Avenue		
<b>City:</b>	Evanston		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60201		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4982463	BRAINCASE APPLIED COGNITIVE SCIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8474923606		
<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>			
<b>Phone:</b>	6094193826		
<b>Email:</b>	steve.vaskov@zs.com		
<b>Correspondent Name:</b>	Steve Vaskov		
<b>Address Line 1:</b>	1560 Sherman Avenue		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Evanston, ILLINOIS 60201		
<b>NAME OF SUBMITTER:</b>	Stephen G. Vaskov		
<b>SIGNATURE:</b>	/Stephen G. Vaskov/		
<b>DATE SIGNED:</b>	04/16/2018		
<b>Total Attachments: 59</b>			
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**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated February 22, 2018 (the "Effective Date"), is entered into by and among **ZS ASSOCIATES, INC.**, an Illinois corporation ("Buyer"), **BRAINCASE, LLC**, a North Carolina limited liability company ("Seller"), and **Jacob Braude**, a resident of the State of North Carolina (hereinafter referred to as "Braude" or the "Member"). Buyer, Seller, and the Member each are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Member owns all of the issued and outstanding membership interests (the "Membership Interests") in Seller.

B. Seller is engaged in the business of providing certain analytical services to its clients in connection with consumer behavior and marketing strategies from Seller's facility located at [REDACTED] (the "Business").

C. Seller desires to sell, assign, convey and deliver to Buyer, and Buyer desires to purchase from Seller, the Assets (as defined herein) of Seller used in connection with the Business (as more thoroughly hereinafter defined) pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the Recitals above and the mutual agreements, representations and warranties, and covenants set forth below, the receipt and sufficiency are hereby acknowledged, and intending to be legally bound hereby, Buyer, Seller and Member hereby agree as follows:

[REDACTED]



ARTICLE II  
PURCHASE AND SALE

2.1 Purchase and Sale of Assets.

(a) On the Closing Date, Seller agrees to sell, assign, convey, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, all of the assets, properties, business, privileges, claims and rights, title and interest in, to and under, whether or not reflected on the books and records, of Seller and specifically excluding the Excluded Assets (as defined below), including those which are owned, derived from or used or held for use in connection with, or required for the conduct of the Business as a going concern, as such assets shall exist on the Closing Date (collectively, the “Assets”), in the case of all such Assets, free and clear of all encumbrances, except for Assumed Obligations as defined below, including, but not limited to, the following:



[REDACTED]

[REDACTED]

(iv) all Intellectual Property of Seller, including without limitation those set forth on Schedule 2.1(a)(iv) (for purposes hereof, “Intellectual Property” shall be defined as follows: any and all Patents, Trademarks, Trade Names, Domain Names, inventions, technical data, computer programs, software, hardware, middleware, service-oriented architectures, modules, schematics, specifications, diagrams, applications, patterns, plans, representations, models, operations management procedures, industrial designs, know-how, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, confidential information, proprietary information and trade secrets, whether or not patented or patentable; copyrights, writing and other copyrightable works and works in progress, databases, software and website content; all moral rights and other intellectual property rights and foreign equivalent or counterpart rights and forms of protection of a similar or analogous nature or having similar effect in any jurisdiction throughout the world; all registrations and applications for registration of any of the foregoing; and any renewals, extensions, continuations, divisionals, reexaminations or reissues or equivalent or counterpart of any of the foregoing in any jurisdiction throughout the world, in each case, that is owned by Seller or used by it in the conduct of the Business) (for purposes hereof, “Patents” shall be defined as follows: patents (including all non-provisionals, reissues, reexaminations, divisionals, continuations, continuation in parts, renewals, substitutes and extensions thereof), utility models, design patents, provisional patent applications, non-provisional patent applications and disclosures in the United States and in all foreign countries and under all international conventions, including the Patent Cooperation Treaty) (for purposes hereof, “Trademarks” shall be defined as follows: (i) brand names, trademarks, service marks, slogans, taglines, trade dress, logos, graphics, packaging, designs, domain names, Uniform Resource Locators, and registrations thereof, pending applications for registration thereof and such unregistered rights with respect thereto in the United States and in all foreign countries and under all international systems, conventions and treaties, including the Madrid system, Trademark Law Treaty, Community Trade Mark system, TRIPS and Paris Convention, which are proprietary to the Person or used in such Person’s business, and (ii) the good will of the business associated with such Trademarks) (for purposes hereof, “Trade Names” shall be defined as follows: any names under which Seller does business, including without limitation any corporate names, names under which Seller is qualified to do business, fictitious names, assumed names, and trade names, used by the applicable Person). Intellectual Property shall exclude non-proprietary generic software, systems and applications that are generally available to the public including, but not limited to, Microsoft Office, Adobe, QuickBooks, Pipeline, Gmail, Dropbox, Wiki or Go To Meetings;

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

















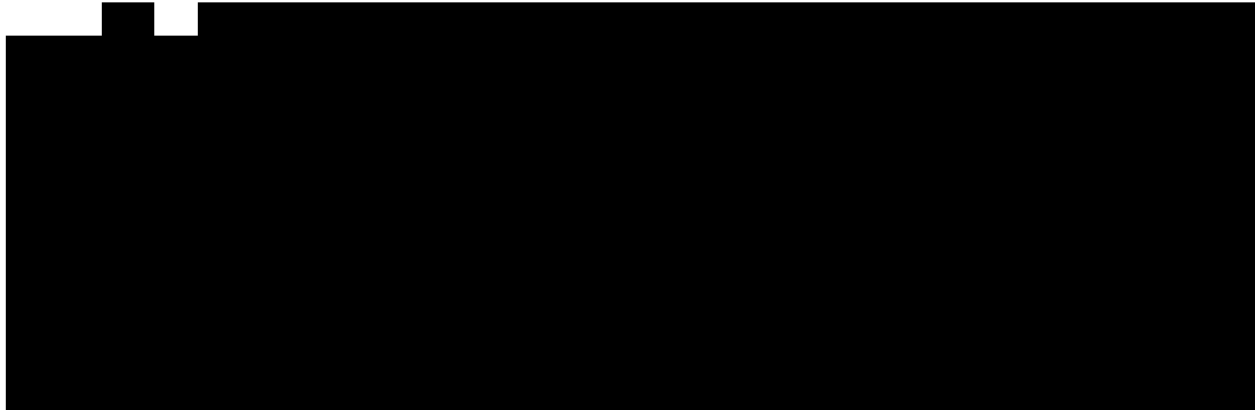








5.17 Proprietary Property. Schedule 5.17 sets forth a correct and complete list of all Intellectual Property used in Seller's Business and not otherwise excluded under Section 2.1, including Patents, Trademarks, Trade Names, Domain Names, non-generic computer software, trade secrets (without extensive or revealing descriptions thereof), and copyrights, as well as all applications therefor, and all material unregistered Trademarks which are owned by Seller or used in the Business (the "Seller Intellectual Property Rights"). The Seller Intellectual Property Rights identified on Schedule 5.17 constitute all of the Intellectual Property necessary for Seller to conduct its business as currently conducted and as proposed to be conducted and is owned by Seller or licensed to Seller (such licenses are specifically identified on Schedule 5.17). To Seller's Knowledge, Seller is the exclusive owner of all right, title and interest in and to each of the Seller Intellectual Property Rights, free and clear of any and all Encumbrances, licenses (whether exclusive or non-exclusive), adverse claims of past or present employees or contractors, and adverse claims of third parties. To Seller's Knowledge, there are no royalties, honoraria, fees or other amounts payable by Seller with respect to any of the Seller Intellectual Property Rights. All of the Seller Intellectual Property Rights identified on Schedule 5.17: (a) are in full force and effect, (b) are held of record, if any, in the name of Seller, and to Seller's Knowledge, the right to file, procure and maintain such is held exclusively by Seller, (c) are not the subject of any cancellation or reexamination proceeding or any other proceeding challenging their extent, validity, ownership or use of which Seller has received notice, (d) were not developed using any government funding or university or college facilities, and (e) to Seller's Knowledge, are currently in compliance with any and all formal legal requirements necessary to maintain the validity and enforceability thereof. To Seller's Knowledge, Seller has the lawful right to use all of the Intellectual Property used in Seller's Business and to Seller's Knowledge, Seller's Business does not infringe upon the Intellectual Property rights of any other Person. To Seller's Knowledge, no Person is using any Intellectual Property in a manner which infringes upon, misappropriates or dilutes the Intellectual Property rights of Seller.









7.5 Intellectual Property Matters. Seller and the Member will, at Buyer's reasonable request, promptly perform all acts and execute all documents, irrevocable powers of attorney, certificates, affidavits, instruments and agreements, including instruments of assignment in forms suitable for recording with the United States Patent and Trademark Office, The United States Copyright Office or any corresponding foreign office or agency, requested by Buyer at any time to evidence, maintain, record, perfect, document or enforce Seller's interest in the Seller Intellectual Property or otherwise in furtherance of the provisions of this Agreement and the transactions contemplated hereby.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



















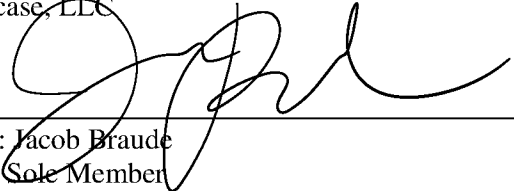


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

**SELLERS:**


Braincase, LLC

Date: February 22, 2018

By:   
Name: Jacob Braude  
Title: Sole Member

Jacob Braude

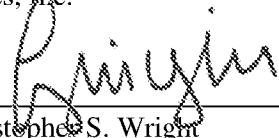
Date: February 22, 2018

  
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**BUYER:**

ZS Associates, Inc.

Date: February 22, 2018

By:   
Name: Christopher S. Wright  
Title: President & Managing Director















DISCLOSURE SCHEDULES

to that certain

ASSET PURCHASE AGREEMENT

BY AND AMONG

ZS ASSOCIATES, INC,

BRAINCASE, LLC, and

JACOB BRAUDE

Dated as of February 22, 2018

## **DISCLOSURE SCHEDULE**

Reference is made to that certain Asset Purchase Agreement (the "Agreement"), dated as of February 22, 2018, entered into by and among ZS ASSOCIATES, INC., an Illinois corporation ("Buyer"), BRAINCASE, LLC, a North Carolina limited liability company ("Seller") and JACOB BRAUDE, a resident of the State of North Carolina ("Member"). Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The disclosure schedules that follow (these "Disclosure Schedules") are being provided pursuant to, and are made a part of, the Agreement. The Disclosure Schedules are qualified in their entirety by reference to the specific provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting, representations or warranties of Seller and Member, except as and to the extent expressly provided in the Agreement. The information contained in these Disclosure Schedules is disclosed solely for the purposes of the Agreement, and no information contained herein shall be deemed to be an admission to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

The headings contained in this Disclosure Schedule are solely for convenience of reference and shall not affect the meaning or interpretation of this Disclosure Schedule, the Agreement or of any item, term or provision hereof or thereof.

**Schedule 2.1(a)(iv)**  
**Intellectual Property**

[REDACTED]

[REDACTED]

**Trademarks**

Braincase Applied Cognitive Science Trademark registered with the US Patent and Trademark Office on June 21, 2016.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



































**Schedule 5.17**  
**Proprietary Property**

[REDACTED]

[REDACTED]

**Trademarks**

Braincase Applied Cognitive Science Trademark registered with the US Patent and Trademark Office on June 21, 2016.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

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