

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM478815

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NASDAQ CORPORATE SOLUTIONS, LLC		04/13/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WEST CORPORATION		
Street Address:	11808 MIRACLE HILLS DR.		
City:	OMAHA		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4352653	MYMEDIAINFO	
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:	402-716-1253		
Email:	TNTILDEN@WEST.COM		
Correspondent Name:	WEST CORPORATION C/O TOM TILDEN		
Address Line 1:	11808 MIRACLE HILLS DR.		
Address Line 4:	OMAHA, NEBRASKA 68154		
NAME OF SUBMITTER:	Louis A. Riley		
SIGNATURE:	/Louis A. Riley/		
DATE SIGNED:	06/21/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”) is entered into as of April 13, 2018, by and between NASDAQ, INC., a Delaware corporation, NASDAQ CORPORATE SOLUTIONS, LLC, a Delaware limited liability company, and NASDAQ CORPORATE SOLUTIONS INTERNATIONAL LIMITED, a company incorporated in England and Wales (registered number 04627785) and whose registered office is at 3rd Floor, Woolgate Exchange, 25 Basinghall Street, London, EC2V 5HA (each an “Assignor”, and collectively, “Assignors”) on the one hand, and WEST CORPORATION, a Delaware corporation (“Assignee”), on the other hand. Assignors and Assignee are referred to herein each individually as a “Party” and collectively as the “Parties”. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase and Sale Agreement (as defined below).

WHEREAS, Nasdaq, Inc. and Assignee have entered into that certain Purchase and Sale Agreement, dated January 26, 2018 (the “Purchase and Sale Agreement”), as amended April 12, 2018, pursuant to which such Assignor has agreed to sell, convey, assign, transfer and deliver, or to cause its Affiliates to sell, convey, assign, transfer and deliver, to Assignee, and Assignee has agreed to purchase, acquire and accept from such Assignor, the Business IP, including the patents and patent applications identified on Schedule A hereto (the “Assigned Patents”), the trademark registrations and trademark applications set forth on Schedule B hereto, together with the goodwill symbolized thereby (the “Assigned Trademarks”), and the Internet domain names identified on Schedule C hereto (the “Assigned Domain Names”, and together with the Assigned Patents, the Assigned Trademarks, and the other Business IP, the “Assigned IP”).

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in this Assignment and the Purchase and Sale Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. Conveyance. Each Assignor, on behalf of itself and its Affiliates, hereby sells, conveys, assigns, transfers and delivers to Assignee the Assigned IP, and Assignee hereby purchases, acquires and accepts the Assigned IP.

2. Further Assurances. Each Assignor shall use its commercially reasonable efforts from time to time to execute and deliver, or cause to be executed and delivered by its respective applicable Affiliate, at the reasonable request of Assignee, such additional documents and instruments as may be reasonably required to give effect to this Assignment and the transactions contemplated hereby, and to provide any documents or other evidence of ownership as may be reasonably requested by Assignee to confirm Assignee’s ownership of the Assigned IP, including all documents necessary to record in the name of Assignee any Assigned IP in the United States Patent and Trademark Office, and/or any other similar or equivalent foreign or international office or registrar.

3. Recordation. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks and/or any other similar or equivalent foreign or international office or registrar, or

any successor thereto, to record Assignee as the owner of the Assigned IP, and to issue any and all Assigned IP to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee. Assignee shall have the right to record this Assignment with all applicable government authorities, offices and registrars so as to perfect, confirm and/or evidence its ownership of the Assigned IP.

4. No Conflict. The Parties acknowledge and agree that this Assignment shall be subject to and governed by the provisions of the Purchase and Sale Agreement. Nothing contained in this Assignment is intended to, shall or shall be deemed to modify, alter or amend any of the rights, remedies or obligations of Assignor and Assignee provided under the Purchase and Sale Agreement.

5. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State (other than Section 5-1401 of the New York General Obligations Law).

6. Waiver and Amendment. This Assignment may be amended, modified or supplemented only by a written instrument executed and delivered by each of the Parties. Except as otherwise provided in this Assignment, any failure of either Party to comply with any obligation, covenant, agreement or condition herein may be, to the extent permitted under applicable Law, waived by the Parties entitled to the benefits thereof only by a written instrument signed by the party or Parties granting such waiver, but such waiver or failure to insist upon strict compliance with such obligations, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

7. Severability. If any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

8. Headings. The headings contained in this Agreement are inserted for convenience only and shall not be considered in interpreting or construing any of the provisions contained in this Assignment.

9. Counterparts; Facsimile Signatures. This Assignment may be executed in separate counterparts, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon each of the Parties notwithstanding the fact that all Parties are not signatory to the original or the same counterpart. For purposes of this Agreement, facsimile and pdf signatures shall be deemed originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS

NASDAQ, INC.

By: 
Name: Michael Ptasznik
Title: Executive Vice President, Corporate Strategy
and Chief Financial Officer

NASDAQ CORPORATE SOLUTIONS, LLC

By: _____
Name: Stacie Swanstrom
Title: Senior Vice President

NASDAQ CORPORATE SOLUTIONS INTERNATIONAL LIMITED

By: _____
Name: Edward Thomas
Title: Director

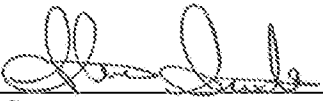
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By: _____
Name: Michael Ptasznik
Title: Executive Vice President, Corporate Strategy
and Chief Financial Officer

NASDAQ CORPORATE SOLUTIONS, LLC

By:  _____
Name: Stacie Swanstrom
Title: Senior Vice President

NASDAQ CORPORATE SOLUTIONS INTERNATIONAL LIMITED

By: _____
Name: Edward Thomas
Title: Director

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ASSIGNORS

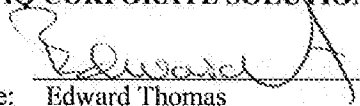
NASDAQ, INC.

By: _____
Name: Michael Ptasznik
Title: Executive Vice President, Corporate Strategy
and Chief Financial Officer

NASDAQ CORPORATE SOLUTIONS, LLC

By: _____
Name: Stacie Swanstrom
Title: Senior Vice President

NASDAQ CORPORATE SOLUTIONS INTERNATIONAL LIMITED

By:  _____
Name: Edward Thomas
Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

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ASSIGNORS

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By: _____
Name: Michael Ptasznik
Title: Executive Vice President, Corporate Strategy
and Chief Financial Officer

NASDAQ CORPORATE SOLUTIONS, LLC

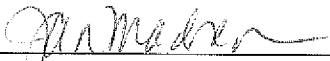
By: _____
Name: Stacie Swanstrom
Title: Senior Vice President

NASDAQ CORPORATE SOLUTIONS INTERNATIONAL LIMITED

By: _____
Name: Edward Thomas
Title: Director

ASSIGNEE

WEST CORPORATION

By:  _____
Name: Jan D. Madsen
Title: Chief Financial Officer

Schedule A

Assigned Patents

Nasdaq Ref.	Jurisdiction	Publication No.	App. No.	Inventors	Assignor
P1183US00	US	US20120316888	US13/155951	Stacey, Jeffrey	Nasdaq, Inc.
P1245US00	US	US8788683	US13/211831	Ball, Simon; Roe, Adrian; Robinson, Dom; Strong, Steve	Nasdaq, Inc.
P1245US01	US	US9185154	US13/334868	Ball, Simon; Hauser, Carsten	Nasdaq, Inc.
P1245US02	US	US9600381	US14/334011	Ball, Simon; Roe, Adrian; Robinson, Dom; Strong, Steve	Nasdaq, Inc.

Schedule B

Assigned Trademarks

Nasdaq Ref.	Jurisdiction	Term	App. No.	Reg. No.	Assignor
TM1205US00	US	GLOBE NEWSWIRE	77/506,212	3,652,418	Nasdaq, Inc.
TM1055US00	US	MYMEDIAINFO	85613131	4352653	Nasdaq Corporate Solutions, LLC
TM1055IN00	IN	MYMEDIAINFO	2325391	2325391	Nasdaq Corporate Solutions International Limited
TM1055CA00	CA	MYMEDIAINFO	1576087	TMA886,168	Nasdaq Corporate Solutions, LLC