

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472104

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK ASSIGNMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VC3, INC.		04/30/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COGNITO, LLC		
<b>Street Address:</b>	1301 GERVAIS STREET, SUITE 1800		
<b>City:</b>	COLUMBIA		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29201		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4782622	COGNITO	
<b>Registration Number:</b>	4743071	COGNITO FORMS	
<b>Registration Number:</b>	4795884	COGNITO APPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>Email:</b>	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 TOWN CENTER DRIVE, 20TH FLOOR		
<b>Address Line 4:</b>	COSTA MESA, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	059011-2		
<b>NAME OF SUBMITTER:</b>	KRISTIN J AZCONA		
<b>SIGNATURE:</b>	/kja/		
<b>DATE SIGNED:</b>	05/01/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”), April 30, 2018 (the “Effective Date”), is entered into by and between VC3, Inc. (“Assignor”) and Cognito, LLC (“Assignee”).

WHEREAS, Assignor is the owner of the trademark registrations identified in the attached Schedule A (the “Trademarks”);

WHEREAS, Assignor wishes to convey to Assignee all of Assignor’s right, title and interest in and to the Trademarks; and

WHEREAS, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, transfers and delivers to Assignee, and Assignee does hereby accept from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, including all goodwill associated therewith and symbolized thereby, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind, all damages and payments for past, present and future infringement, dilution or misappropriation of such Trademarks, and the right to sue and recover for past, present and future infringements, dilutions or misappropriations of such Trademarks, and any and all corresponding rights that have been, now or hereafter may be secured throughout the world with respect to such Trademarks.

2. Recordation. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor’s right, title and interest in, to and under the Assigned Trademarks.

3. Further Assurances. Assignor shall, from time to time, at the request of Assignee, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as are reasonably required by Assignee to effect, register or maintain the Trademarks.

4. Successors and Assigns. The provisions of this Assignment and the obligations and rights hereunder shall be binding upon, inure to the benefit of and be enforceable by (and against) the parties and their respective successors and permitted assigns.

5. Counterparts. This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in two or more counterparts, and by the different parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. Titles and Headings. Titles and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

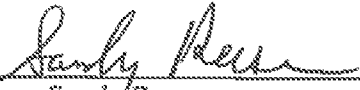
7. Governing Law. This Assignment and any dispute shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflicts of laws principles thereof that might lead to the application of laws other than the laws of the State of Delaware.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ASSIGNOR**

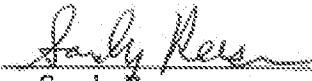
VC3, Inc.

By:   
Name: Sandy Reeser  
Title: President

**ASSIGNEE**

Cognito, LLC

By: VC3, Inc., its sole member

By:   
Name: Sandy Reeser  
Title: President

**SCHEDULE A**  
**TRADEMARKS**

<b>Mark</b>	<b>Type</b>	<b>Owner</b>	<b>App No. App Date</b>	<b>Reg. No. Reg. Date</b>
COGNITO	Word Mark	VC3, Inc.	86,098,863 Oct 23, 2013	4,782,622 July 28, 2015
COGNITO FORMS	Word Mark	VC3, Inc.	86,404,933 Sep 24, 2014	4,743,071 May 26, 2015
COGNITO APPS	Word Mark	VC3, Inc.	86,098,867 Oct 23, 2013	4,795,884 Aug 18, 2015