

900458664 07/17/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482201

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Towers Perrin Capital Corp.		12/01/2017	Corporation: DELAWARE
Towers Watson Software Limited		12/01/2017	Private Limited Company: ENGLAND AND WALES
RECEIVING PARTY DATA			
Name:	Octo Americas Group, Inc. - Octo Advisory, Inc.		
Street Address:	134 Rumford Avenue, Suite 302		
City:	Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02466		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4207322	DRIVEABILITY	
Registration Number:	4834469	STREET OWL	
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:	720-845-6065		
Email:	TrademarksUS@eip.com		
Correspondent Name:	EIP US LLP		
Address Line 1:	5445 DTC PARKWAY, PH4		
Address Line 4:	GREENWOOD VILLAGE, COLORADO 80111		
NAME OF SUBMITTER:		Leigh Augustine	
SIGNATURE:		/Leigh Augustine/	
DATE SIGNED:		07/17/2018	
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of December 1, 2017, is made by and among Towers Perrin Capital Corp., a Delaware corporation having a place of business at 800 N. Glebe Road, Arlington, Virginia 22203 (“**TPCC**”), Towers Watson Software Limited, a private company limited by shares organized under the laws of England and Wales having a place of business at Watson House, London Road, Reigate, Surrey, RH2 9PQ (“**TWSL**” and together with TPCC, the “**Assignors**”), and Octo Advisory, Inc., a Delaware corporation having a place of business at 134 Rumford Avenue, Suite 302, Newton, Massachusetts 02466 (“**Assignee**”).

WHEREAS, Assignors, Towers Watson Delaware Inc., and Towers Watson Limited (collectively, the “**Sellers**”), Assignee, as the buyer, and Octo Americas Group, Inc., as guarantor of the buyer’s obligations are parties to that certain LLC Interest and Asset Purchase Agreement dated as of October 9, 2017 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase and assume from Sellers, certain assets and liabilities comprising the Transferred Business, by means of a transfer of the Conveyed Assets and the Assumed Liabilities (capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement);

WHEREAS, under the terms of the Purchase Agreement, Assignors agreed to convey, transfer, and assign to Assignee, among other assets, certain intellectual property of the Assignors, and the Assignors agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, and its successors and assigns, and Assignee accepts, purchases, and assumes all of the rights, title, and interest that Assignors have and may have, throughout the world, wherever located, in and to Assignors’ intellectual property set forth below (the “**Assigned IP**”):

(a) the patents and patent applications (on a worldwide basis) set forth on Schedule 1 hereto as well as any foreign equivalents and all issuances, divisions, substitutes, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark and service marks registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Amendment. This IP Assignment may not be amended or modified other than by an instrument in writing signed by the parties hereto.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signatures on following page.]

IN WITNESS WHEREOF, the Assignors and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

TOWERS WATSON SOFTWARE
LIMITED

By: D Anderson

Name: DUNLAN ANDERSON

Title: DIRECTOR 10/1/17

Address for Notices:

TOWERS PERRIN CAPITAL CORP.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

OCTO ADVISORY, INC.

By: _____

Name:

Title:

Address for Notices:

IN WITNESS WHEREOF, the Assignors and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

TOWERS WATSON SOFTWARE
LIMITED

By: _____

Name:

Title:

Address for Notices:

TOWERS PERRIN CAPITAL CORP.

By: William M. Risp

Name: William M. Risp

Title: VICE PRESIDENT

Address for Notices:

AGREED TO AND ACCEPTED:

OCTO ADVISORY, INC.

By: _____

Name:

Title:

Address for Notices:

IN WITNESS WHEREOF, the Assignors and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

TOWERS WATSON SOFTWARE
LIMITED

By: _____

Name:

Title:

Address for Notices:

TOWERS PERRIN CAPITAL CORP.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

OCTO ADVISORY, INC.

By:  _____

Name: Fabio Sbiapchi

Title: CEO & President

Address for Notices:
134 Rumford Avenue
Newton, MA 02466

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

Assignor: TWSL

Title	Country	Application No./ Patent No.
Automated Distraction Measurement of Machine Operator	United States	14/020,056 9,428,052
Automated Distraction Measurement of Machine Operator	United States Continuation	15/247,157
Usage Based Informatics Systems	United States Non-Provisional	14/243,333

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS

Assignor: TPCC

Mark	Country	Description
DriveAbility	United States of America	Reg. No. 4,207,322; Reg. Date 11 September 2012
DriveAbility	China	Reg. No. 16,260,004; Reg. Date 28 March 2016
DriveAbility	China	Reg. No. 16,260,003; Reg. Date 28 March 2016
DriveAbility	European Community (CTM)	Reg. No. 13,678,041; Reg. Date 22 May 2015

Assignor: TWSL

Mark	Country	Description
Street Owl	United States of America	Reg. No. 4,834,469; Reg. Date 20 October 2015