

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVA Dimensions LLC		02/08/2018	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Institutional Shareholder Services Inc.		
Street Address:	702 King Farm Blvd., Suite 400		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2813927	PRVIT	
Registration Number:	3538805	EVA	
Registration Number:	3684231	EVA MOMENTUM	
CORRESPONDENCE DATA			
Fax Number:	2125750671		
<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:	212-790-9200		
Email:	fxm@cil.com		
Correspondent Name:	Midge M. Hyman, Cowan, Liebowitz & Latma		
Address Line 1:	114 West 47th Street		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Midge M. Hyman		
SIGNATURE:	/Midge M. Hyman/		
DATE SIGNED:	08/20/2018		
Total Attachments: 5			
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EXECUTION VERSION

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is dated as of February 8, 2018 by and between EVA Dimensions LLC, a New York limited liability company ("Assignor"), and Institutional Shareholder Services Inc., a Delaware corporation ("Assignee").

RECITALS

The Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of February 8, 2018 (the "Purchase Agreement"), pursuant to which, among other things, Assignee is acquiring the Acquired Assets (which includes all Intellectual Property relating to or used or held for use in connection with the Business, including the Intellectual Property identified on Schedule 2.1(a)(viii), Schedule 3.18(a) and Schedule 3.18(i) of the Purchase Agreement (the "Assigned IP"). This Assignment is the assignment documentation contemplated by Section 6.2(d)(iii) of the Purchase Agreement. Capitalized terms used herein that are not defined have the meanings assigned to such terms in the Purchase Agreement.

Assignee desires to acquire the entire right, title and interest of the Assignor in, to and under the Assigned IP, including all common law rights therein, the goodwill of the Business symbolized thereby and the registrations and applications therefor.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby acknowledged and agreed that:

1. Assignment. The Assignor hereby unconditionally and irrevocably assigns, transfers, conveys and delivers to Assignee the Assignor's entire right, title and interest in, to and under the Assigned IP, including all common law rights therein, the goodwill of the Business associated therewith and the registrations and applications therefor, together with all actions that accrue by virtue of this assignment, including the right to sue for infringement and collect damages.

2. Further Assurances.

(a) The Assignor hereby covenants and agrees to promptly, upon reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives or other designee, any other or additional assignment, powers and other appropriate documentation, and to take such actions as are reasonable and necessary, to enable Assignee to effectuate, validate and record this Assignment with the United States Patent and Trademark Office and the appropriate agencies and offices of all jurisdictions in which any of the Assigned IP are or may be registered or in which applications for registration of any Assigned IP are pending, pursuant to the terms, conditions and time periods prescribed by the relevant laws and regulations of the United States and other applicable jurisdictions.

(b) The Assignor hereby covenants and agrees to promptly, at the reasonable request of Assignee, execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives or other designee, any original, divisional, continuing, reissue or other application for patents, trademarks, copyright registrations, or like rights of exclusion of any country or jurisdiction, or other lawful documents and any further assurances that may be deemed necessary or desirable by Assignee to fully secure to it said rights, title, and interest as foreshadowed in and to said Assigned IP.

3. Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. Governing Law. THIS ASSIGNMENT, TOGETHER WITH ANY DISPUTE OR CLAIM RELATED TO THIS ASSIGNMENT, REGARDLESS OF THE FORM, SHALL BE GOVERNED, INCLUDING AS TO VALIDITY, INTERPRETATION AND EFFECT, BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND FULLY PERFORMED WITHIN THE STATE OF NEW YORK.


4. Counterparts; Facsimile Signatures. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed Agreement as of the date first above written.

ASSIGNOR:

EVA DIMENSIONS LLC

By: 
Name: G. Bennett Stewart, III
Title: Chief Executive Officer

ASSIGNEE:

INSTITUTIONAL SHAREHOLDER SERVICES INC.

By: _____
Name: Allen Heery
Title: Chief Financial Officer

IN WITNESS WHEREOF, the parties have executed Agreement as of the date first above written.

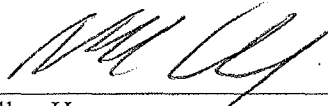
ASSIGNOR:

EVA DIMENSIONS LLC

By: _____
Name: G. Bennett Stewart, III
Title: Chief Executive Officer

ASSIGNEE:

INSTITUTIONAL SHAREHOLDER SERVICES INC.

By:  _____
Name: Allen Heery
Title: Chief Financial Officer

SCHEDULE 3.18(a)

MARK	Registration No.
PRVIT	2,813,927
EVA	3,538,805
EVA MOMENTUM	3,684,231