

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495466

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LocalResponse, Inc.		10/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ALC, Inc.		
Street Address:	750 College Road East, Suite 201		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4969388	QUALIA	
Registration Number:	5032429	QUALIA	
Registration Number:	4995973	RETURN ON INTENT (ROI)	
Registration Number:	4956580	INTENT QUALITY	
Registration Number:	5073740	CONSUMERS DECLARE. WE DELIVER.	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Shoshana Schoenfeld c/o Willkie Farr & G		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	125711.00002 SS		
NAME OF SUBMITTER:	Shoshana Schoenfeld		
SIGNATURE:	/Shoshana Schoenfeld/		
DATE SIGNED:	10/25/2018		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of October 19, 2018, is made by LocalResponse, Inc. (“**Seller**”), a Delaware corporation, located at 37 W. 28th Street, 5th Floor, New York, New York 10001, in favor of ALC, Inc. (“**Buyer**”), a New Jersey corporation, located at 750 College Road East, Suite 201, Princeton, New Jersey 08540, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller, dated as of October 19, 2018 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark 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, Seller hereby irrevocably conveys, transfers, and assigns to Buyer (and shall cause its affiliates to irrevocably convey, transfer and assign), and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

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

(c) 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

(d) 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. Seller hereby authorizes 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 Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect,

evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Power of Attorney. Seller hereby irrevocably grants Buyer power of attorney to execute and deliver any such documents on Seller's behalf in its name and to do all other lawfully permitted acts to transfer the Assigned Trademarks to Buyer and further the transfer, issuance, prosecution, and maintenance of all intellectual property rights therein, to the full extent permitted by law. The power of attorney is coupled with an interest and shall not be impacted by Seller's subsequent incapacity.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

6. Successors and Assigns. This Trademark 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 Trademark 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 Trademark 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

LOCALRESPONSE, INC.

By: 

Name: Jeff Tagliabue

Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

ALC, INC.

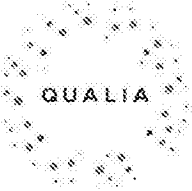
By: 

Name: Justin Lipton

Title: Authorized Person

SCHEDULE 1

Assigned Trademarks

Trademark	Country of Filing	Registration Number	Registration Date
Qualia (word mark)	USA	4,969,388	5/31/2016
QUALIA (with design) 	USA	5,032,429	8/30/2016
Return on Intent (ROI) (word mark)	USA	4,995,973	7/12/2016
Intent Quality (word mark)	USA	4,956,580	5/10/2016
Consumers Declare. We Deliver. (word mark)	USA	5,073,740	11/1/2016