

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490302

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900463668
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
eCommission Solutions, LLC		04/21/2017	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Pegasus Business Intelligence, LP
Street Address:	Two Lincoln Centre, Suite 900
Internal Address:	5420 LBJ Freeway
City:	DALLAS
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3608204	ECS

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@coagencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F178948 PEGASUS TM
NAME OF SUBMITTER:	Timothy McNeilly
SIGNATURE:	/Timothy McNeilly/
DATE SIGNED:	09/17/2018
Total Attachments: 6	

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT** (this "Assignment") is entered into as of April 21, 2017 (the "Effective Date"), by and between Pegasus Business Intelligence, LP, a Delaware limited partnership having a place of business at Two Lincoln Centre Suite 900, 5420 LBJ Freeway, Dallas, TX 75240 ("Assignee") and eCommission Solutions, LLC, a New York limited liability company having a place of business at 1350 Broadway, Suite 2202, New York, NY 10018 ("Assignor"). Assignee and Assignor are individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, concurrently with this Agreement, the Parties are entering into an Asset Purchase Agreement, pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business or operation of Assignor (the "Asset Purchase Agreement"), including the trademark listed in Exhibit A (the "Mark") and the domain names listed in Exhibit B (the "Domain Names"); and

WHEREAS, the Asset Purchase Agreement contemplates the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual promises provided herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which each Party hereby acknowledges, and intending to be legally bound hereby, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all right, title and interest of Assignor in and to the Mark, including all common law rights and any related trademark registrations for the Mark, together with the goodwill of the business symbolized by and associated with the Mark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all right, title, and interest of Assignor in and to the Domain Names, including all common law rights and any related trademark rights therein or thereto, together with the goodwill of the business symbolized by and associated with the Domain Names, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (c) all rights of Assignor to income, royalties, and license fees deriving from the Mark or Domain Names, all causes of actions, claims, and rights of Assignor to damages or profits, arising by reason of past, present and future infringement, misappropriation, violation, dilution or squatting of the Mark or Domain Names or injury to the goodwill associated with the Mark or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Assignor agrees to perform, at Assignee's cost and expense, all acts reasonably necessary and requested in writing by Assignee to permit and assist Assignee or its successor or assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of necessary documents, including any appropriate powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, reasonable assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making appropriate lawful oaths, in each case, as reasonably requested in writing by Assignee and at Assignee's expense. Without limiting the foregoing, Assignor will, at any time at Assignee's written request, transfer (or

accept a request to transfer) the Domain Names to an account and/or registrar of Assignee's choosing, unlock the Domain Names and provide Assignee with all applicable AUTH CODEs. Further, Assignor and its successors agree not to challenge the validity or completeness of the assignment of the Mark or Domain Names to Assignee hereunder, nor to assist any third party to do so.

3. General. The provisions of Sections 6.1 (Expenses), 6.3 (Exclusive Agreement; No Third-Party Beneficiaries), 6.4 (Governing Law; Venue; Waiver of Jury Trial), 6.7 (Severability), 6.8 (Notices), 6.9 (Counterparts), 6.10 (Interpretation), 6.11 (Amendments) and 6.12 (Extension; Waiver) of the Asset Purchase Agreement shall apply to this Assignment, *mutatis mutandis*, as if set forth herein.

4. Conflict. This Assignment is subject to the terms of the Asset Purchase Agreement. 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.

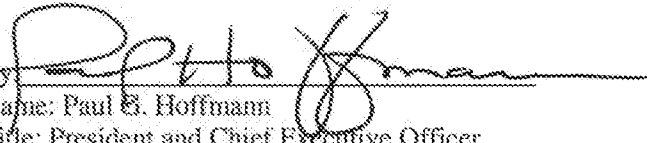
5. Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

[Remainder of page intentionally left blank – signature page follows.]

IN WITNESS WHEREOF, each of the Parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

Assignor:

eCommission Solutions, LLC
a New York limited liability company

By: 
Name: Paul G. Hoffmann
Title: President and Chief Executive Officer

Assignee:

Pegasus Business Intelligence, LP
a Delaware limited partnership

By: _____
Name: Mark Dubrow
Title: Chief Executive Officer and President

SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAMES ASSIGNMENT

IN WITNESS WHEREOF, each of the Parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

Assignor:

eCommission Solutions, LLC
a New York limited liability company


By: _____

Name: Paul G. Hoffmann

Title: President and Chief Executive Officer

Assignee:

Pegasus Business Intelligence, LP
a Delaware limited partnership

By: _____


Name: Mark Dubrow

Title: Chief Executive Officer and President

Exhibit A

U.S. Trademark

<u>Serial No.</u>	<u>Registration No.</u>	<u>Trademark</u>
77/387,027	3,608,204	ECS

Exhibit B

Domain Names

ecsna.com
ecommissionsolutions.com
ecsna.eu
ecsna.info
ecsiq.com
ecsiq.net
ecsiq.org
ecsna.co
ecsna.co.uk