

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM495745

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSET PURCHASE AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Allegis Communications, Inc., d/b/a Allegis Transcription		09/28/2018	Corporation: WASHINGTON
Joel Gendelman		09/28/2018	INDIVIDUAL: UNITED STATES
Alan Harvey		09/28/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Veritext, LLC		
<b>Street Address:</b>	290 West Mount Pleasant Ave., Suite 3200		
<b>City:</b>	Livingston		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07039		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2913206	ALLEGIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123553333		
<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>Phone:</b>	2128138800		
<b>Email:</b>	SAllirampersad@goodwinlaw.com		
<b>Correspondent Name:</b>	GOODWIN PROCTER LLP		
<b>Address Line 1:</b>	620 Eighth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>ATTORNEY DOCKET NUMBER:</b>	134503-259553		
<b>NAME OF SUBMITTER:</b>	Shaleena Alli-Rampersad/Paralegal		
<b>SIGNATURE:</b>	/Shaleena Alli-Rampersad/		
<b>DATE SIGNED:</b>	10/29/2018		
<b>Total Attachments: 8</b>			
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*EXECUTED*

**ASSET PURCHASE AGREEMENT**

**dated as of September 28, 2018**

**by and among**

**VERITEXT, LLC,**

**and**

**ALLEGIS COMMUNICATIONS, INC., d/b/a Allegis Transcription**

**and**

**JOEL GENDELMAN and  
ALAN HARVEY**

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) dated as of September 28, 2018 is made and entered into by and among Veritext, LLC, a Delaware limited liability company (“Purchaser”), Allegis Communications, Inc., d/b/a Allegis Transcription, a Washington corporation (“Seller”), and Joel Gendelman and Alan Harvey (each a “Shareholder” and collectively, the “Shareholders”). Unless the context of a provision indicates otherwise, all references to a “party” to this Agreement shall mean Purchaser, Seller and each Shareholder.

WHEREAS, Seller is engaged in the business of providing transcription services to the property and casualty insurance market and to the legal market, including but not limited to recorded statement transcription, contents report transcription and general transcription services (as currently conducted, the “Business”);

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to purchase and acquire from Seller, substantially all of the assets of Seller relating to the Business as set forth herein, and in connection therewith, Purchaser has agreed to assume certain of the liabilities of Seller relating to the Business as set forth herein; and

WHEREAS, as a material inducement for Purchaser to enter into this Agreement and consummate the transactions contemplated hereby, in conjunction with this Agreement, Seller, the Shareholders and Purchaser shall enter into the Non-Competition Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

1.01 Definitions. As used in this Agreement, the following defined terms have the meanings indicated below:

“Actions or Proceedings” means any action, claim, suit, proceeding, arbitration or Governmental or Regulatory Authority investigation.

“Affiliate” means any Person that directly, or indirectly through one of more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by Contract or otherwise and, in any event and without limitation of the previous sentence, any Person owning fifty percent (50%) or more of the voting securities of another Person shall be deemed to control that Person.

“Allegis 2018 Bonuses” means the bonuses that are actually paid by Purchaser to the Hired Employees for the calendar year ending December 31, 2018 pursuant to the Seller’s existing bonus plan.

accordance with GAAP), (v) for deferred purchase price obligations (including “earnouts,” currency or hedging arrangements, and prepayment penalties, interest or penalties), (vi) pension obligations and (vii) in the nature of guarantees of the obligations described in clauses (i) through (vi) above of any other Person.

“Indemnifiable Losses” means any and all claims, actions, suits, demands, assessments, judgments, losses, liabilities, damages, costs and expenses (including reasonable attorneys’ fees) but excluding punitive, special, indirect or consequential damages; provided, however, that, notwithstanding the foregoing, nothing herein shall limit an Indemnitee’s ability to recover any Indemnifiable Losses to the extent arising in connection with a third party claim.

“Indemnifying Party” means any Person against whom a claim for indemnification is being asserted under any provision of Article VII.

“Indemnitee” means any Person entitled to indemnification under any provision of Article VII.

“Intellectual Property” means all patents and patent rights, trademarks and trademark rights, trade names and trade name rights, service marks and service mark rights, service names and service name rights, brand names, domain names, inventions, copyrights and copyright rights, trade dress, business and product names, logos, trade secrets, industrial models, designs, and related documentation, know-how, computer programs and source code and all pending applications for and registrations of patents, trademarks, service marks and copyrights covering any of the above as well as any software licenses.

“Knowledge” of Seller means the actual knowledge or awareness of Joel Gendelman and Karla Ellison of any fact, circumstance or condition, after reasonable inquiry.

“Laws” means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of the United States or any domestic or foreign state, county, city or other political subdivision or of any Governmental or Regulatory Authority as of the date hereof.

“Liabilities” means all Indebtedness, unsatisfied obligations, and other liabilities or obligations of a Person of any kind, character or description (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

“Liens” means any mortgage, pledge, assessment, security interest, security agreement, lease, lien, adverse claim, levy, charge or other encumbrance of any kind, or any conditional sale Contract, title retention Contract or other Contract to give any of the foregoing.

“N2” means N2utive corporation, a Washington corporation.

“Order” means any writ, judgment, decree, injunction or similar order of any Governmental or Regulatory Authority (in each such case whether preliminary or final).

(b) Furniture and Fixtures. All furniture and fixtures, and any and all assignable warranties covering such furniture, fixtures, and certain leasehold improvements (“Furniture and Fixtures”);

(c) Equipment. All machinery, equipment, tools, computers, terminals, computer equipment, office equipment, business machines, copiers, telephones and telephone systems, parts, accessories, supplies, spare parts, and the like, and any and all assignable warranties of third parties with respect thereto, together with all rights of Seller against the manufacturers or suppliers of such items with respect to such items (the “Equipment”);

(d) Transferred Contracts. The Contracts identified on Schedule 2.01(d), including any Work-in-Progress (the “Transferred Contracts”), including the real property lease;

(e) Prepaid Items. All Prepaid Items but specifically excluding the Potential Tax Refund and any Prepaid Items that are Excluded Assets;

(f) Medical Benefit Plans. The (i) medical insurance plan maintained by Premera Blue Cross, (ii) the vision insurance plan maintained by Vision Service Plan and (iii) the dental insurance plan maintained by Delta Dental of Washington, and all assets attributable thereto (collectively, the “Medical Benefit Plans”).

(g) Intellectual Property. All Intellectual Property owned or licensed by Seller, together with all enterprise goodwill associated therewith, and the right to sue for past, present and future infringement thereof, but shall not include a Shareholder’s respective education, experience and general approach to management and problem solving (i.e., trade skills) or such Shareholder’s personal goodwill;

(h) Books and Records. All existing Books and Records including, to the extent permitted by Law, copies of historical personnel records of each of the Hired Employees, in each case relating exclusively to the Business or to the Acquired Assets, that are in the possession or control of Seller or its Affiliates;

(i) Business as Going Concern. All of the Business as a going concern and all of Seller’s enterprise goodwill with respect to the Business and the Acquired Assets;

(j) Other Assets and Property. All restrictive covenants and similar rights, and all Liens on the assets of others, to the extent inuring to the benefit of the Business; all telephone numbers, email addresses, URLs, website addresses, assumed names, catalogues, brochures, art work, photographs and advertising and marketing materials owned by Seller and used primarily in the Business; and all other property and rights of every kind or nature owned by Seller and used primarily in the Business, other than the Excluded Assets; and

(k) Legal Rights. All causes of action, rights of recovery, rights of set-off and rights of recoupment to the extent relating to the Business or any of the Acquired Assets identified in Section 2.01(a) through (j), inclusive.

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

**PURCHASER**

**VERITEXT, LLC**

By: \_\_\_\_\_

Name: Nancy Josephs

Title: Chief Executive Officer

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the duly authorized officer of each party as of the date first above written.

**SELLER**

ALLEGIS COMMUNICATIONS, INC.

By: DocuSigned by:  
Joel Gendelman  
DE747EFAAFBE4E7


Name: Joel Gendelman

Title: President & CEO



**SHAREHOLDERS:**

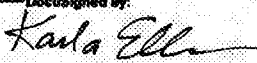
**Joel Gendelman**

By:   
DE74755AA49E44E7  
Name: **Joel Gendelman**

**SHAREHOLDERS:**

**Alan Harvey**

**By: Allegis Communications, Inc.\***

DocuSigned by:  
  
E34B7600CEA842C

**Signature**

**By: Karla Ellison, VP Operations, Secretary  
and Treasurer**

*\*Pursuant to and in accordance with that certain Agreement dated as of July 13, 2018 by and among the Company, Alan Harvey on behalf of himself and his marital community, Joel Gendelman on behalf of himself and his marital community, and Cheryl Ford on behalf of herself and her marital community, and that certain Order Granting Plaintiff's Motion for Summary Judgment and Permanent Injunction, dated February 6, 2018*