

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501751

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metrics Delivered LLC		09/28/2018	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	DiscoverOrg Acquisition (NeverBounce), LLC		
Street Address:	805 Broadway St., Suite 900		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5453301	NEVERBOUNCE	
CORRESPONDENCE DATA			
Fax Number:	5039723873		
<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:	503-221-1440		
Email:	trademark@tonkon.com		
Correspondent Name:	TONKON TORP LLP		
Address Line 1:	888 SW FIFTH AVE.		
Address Line 2:	SUITE 1600		
Address Line 4:	PORTLAND, OREGON 97204		
ATTORNEY DOCKET NUMBER:	39844-9012		
NAME OF SUBMITTER:	Parna Mehrbani		
SIGNATURE:	/Parna Mehrbani/		
DATE SIGNED:	12/12/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**IP Assignment**”), dated as of September 28, 2018, is made by Metrics Delivered LLC, an Ohio limited liability company doing business as NeverBounce (“**Seller**”), in favor of DiscoverOrg Acquisition (NeverBounce), LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of September 28, 2018 (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given in the Purchase Agreement.

WHEREAS, under the terms of the 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 IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, Seller agrees 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 Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

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

(b) the trademark registrations and applications 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; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) 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;

(e) 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

(f) 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This IP Assignment is a Transaction Document under the Purchase Agreement and is entered into pursuant to the Purchase Agreement. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement and applicable to the Transaction Documents shall not be superseded, modified, enlarged, diminished or limited hereby or by performance hereunder but shall remain in full force and effect. 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. 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.

5. 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.

6. 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).

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

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

SELLER:

METRICS DELIVERED LLC

By: 

Name: Bradley Owen

Title: Chief Executive Officer

Signature page to Intellectual Property Assignment

TRADEMARK
REEL: 006498 FRAME: 0892

**SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS**

None.

**SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Services
NEVERBOUNCE	U.S.	5,453,301	April 24, 2018	Class 42 – Electronic document and e-mail authentication services.
NEVERBOUNCE	OHIO	2404242	June 18, 2015	Not listed.

Trademark Applications

None.

**SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.