

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insightpool, LLC		06/25/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TrendKite, Inc.		
Street Address:	800 Brazos Street		
Internal Address:	Suite 340		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4681175	INSIGHTPOOL	
Serial Number:	86794290	MADTECH	
CORRESPONDENCE DATA			
Fax Number:	5126103456		
<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:	5126103410		
Email:	chrism@conleyrose.com		
Correspondent Name:	CHRISTOPHER J. MIERZEJEWSKI		
Address Line 1:	13413 Galleria Circle		
Address Line 2:	Bldg Q, Suite 100		
Address Line 4:	Austin, TEXAS 78738		
NAME OF SUBMITTER:	Christopher J. Mierzejewski		
SIGNATURE:	/Christopher J. Mierzejewski/		
DATE SIGNED:	01/02/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is made as of June 25, 2018 by Insightpool, LLC, a Georgia limited liability company, with its principal place of business at 1780 Grand Oaks Drive, Woodstock, GA 30188 (the "Assignor") in favor of TrendKite, Inc., a Delaware corporation, with its principal place of business at 800 Brazos Street, Suite 340, Austin, Texas 78701 (the "Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, between the Assignor and the Assignee (the "Purchase Agreement"), Assignor has sold, assigned, transferred, conveyed and delivered all of its right, title and interest in, to and under certain assets which relate to or are used or held for use in connection with the Business, including the Trademarks (defined below), to the Assignee; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the above recitals and the promises set forth below, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of the Assignor's right, title and interest in, to and under any and all of the following which relate to or are used or held for use in connection with the Business (the "Trademarks"): (i) all trademarks, service marks, trade names, corporate names, company names, business names, brand names, logos, trade dress, trade styles and other indicia of origin or source identification, whether registered, unregistered or arising by Law, and all of the good will of the Business connected with the use of and symbolized by the foregoing, (ii) all registrations and applications for registration of the foregoing (including those listed in Schedule A), including intent-to-use applications, and (iii) all issuances, extensions and renewals of such registrations and applications, in each case, in all jurisdictions throughout the world.

2. The Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee all of the Assignor's right, title and interest in, to and under any and all Actions of any nature available to or being pursued by the Assignor to the extent related to the Trademarks, whether arising by way of counterclaim or otherwise.

3. The Assignor agrees to execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the assignment contemplated hereby. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

4. The Assignor consents to the recordation of this Trademark Assignment by the United States Patent and Trademark Office, and any other applicable registration office.

5. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

6. This Trademark Assignment shall be governed by and construed in accordance with the internal laws of 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) that would cause the application of laws of any jurisdiction other than those of the State of Delaware.


7. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Insightpool, LLC

By: 
Name: Devon Wijesinghe

ASSIGNEE:

TrendKite, Inc.

By: _____
Name:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

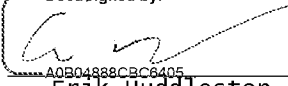
ASSIGNOR:

Insightpool, LLC

By: _____
Name:

ASSIGNEE:

TrendKite, Inc.

By:  _____
Name: Erik Huddleston

SCHEDULE A

Trademark	Application Number	Registration Number	Registration Date
MADTECH	86/794,290	—	—
INSIGHTPOOL	86/299,121	4,681,175	Feb. 03, 2015