

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505167

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900470350		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DHISCO ELECTRONIC DISTRIBUTION, INC.	FORMERLY PEGASUS SOLUTIONS, INC.	07/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RATEGAIN TECHNOLOGIES, INC.		
Street Address:	5430 LYNDON B. JOHNSON FREEWAY		
Internal Address:	SUITE 1100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1779296	ULTRASWITCH	
CORRESPONDENCE DATA			
Fax Number:	7324107839		
<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:	732-410-7595		
Email:	anthony@wilkinsonlawllc.com		
Correspondent Name:	WILKINSON LAW LLC		
Address Line 1:	C BRIER HILL CT		
Address Line 2:	SUITE 200		
Address Line 4:	EAST BRUNSWICK, NEW JERSEY 08816		
NAME OF SUBMITTER:	Anthony Wilkinson		
SIGNATURE:	/Anthony Wilkinson/		
DATE SIGNED:	01/09/2019		
Total Attachments: 10			
source=2018-10-17 IP Assignment DEDI and DHISCO Inc to RateGain#page1.tif			
source=2018-10-17 IP Assignment DEDI and DHISCO Inc to RateGain#page2.tif			

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source=2018-10-17 IP Assignment DEDI and DHISCO Inc to RateGain#page6.tif
source=2018-10-17 IP Assignment DEDI and DHISCO Inc to RateGain#page7.tif
source=2018-10-17 IP Assignment DEDI and DHISCO Inc to RateGain#page8.tif
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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DHISCO ELECTRONIC DISTRIBUTION, INC.	FORMERLY PEGASUS SOLUTIONS, INC.	07/31/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RATEGAIN TECHNOLOGIES, INC.		
Street Address:	5430 LYNDON B. JOHNSON FREEWAY		
Internal Address:	SUITE 1100		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1779296	ULTRASWITCH	
CORRESPONDENCE DATA			
Fax Number:	7324107839		
Phone:	732-410-7595		
Email:	anthony@wilkinsonlawllc.com		
<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>			
Correspondent Name:	WILKINSON LAW LLC		
Address Line 1:	C BRIER HILL CT		
Address Line 2:	SUITE 200		
Address Line 4:	EAST BRUNSWICK, NEW JERSEY 08816		
NAME OF SUBMITTER:	ANTHONY WILKINSON		
Signature:	/ANTHONY WILKINSON/		
Date:	10/17/2018		
Total Attachments: 8			
source=2018-07-31 IP Assignment from DEDI and DHISCO to RATEGAIN#page1.tif			

source=2018-07-31 IP Assignment from DEDI and DHISCO to RATEGAIN#page2.tif
source=2018-07-31 IP Assignment from DEDI and DHISCO to RATEGAIN#page3.tif
source=2018-07-31 IP Assignment from DEDI and DHISCO to RATEGAIN#page4.tif
source=2018-07-31 IP Assignment from DEDI and DHISCO to RATEGAIN#page5.tif
source=2018-07-31 IP Assignment from DEDI and DHISCO to RATEGAIN#page6.tif
source=2018-07-31 IP Assignment from DEDI and DHISCO to RATEGAIN#page7.tif
source=2018-09-21 Signed Acknowledgement of Assignment - All Registered IP#page1.tif

RECEIPT INFORMATION

ETAS ID: TM494324
Receipt Date: 10/17/2018
Fee Amount: \$40

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment ("**IP Assignment**"), dated as of July 31, 2018, is made by DHISCO Electronic Distribution, Inc., a Delaware corporation, and DHISCO, Inc., a Delaware corporation (collectively, "**Assignors**"), in favor of RateGain Technologies, Inc., a Delaware corporation ("**Assignee**").

DHISCO Electronic Distribution, Inc. was formerly known as Pegasus Solutions, Inc., and changed its name to DHISCO Electronic Distribution, Inc. by filing a Certificate of Amendment of its Certificate of Incorporation with the Delaware Secretary of State on January 8, 2015.

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Assignors and Assignee are parties to an Asset Purchase Agreement dated as of July 14, 2018 (the "**Purchase Agreement**"). Under the terms of the Purchase Agreement, Assignors have sold, assigned, transferred, conveyed and delivered to Assignee, among other assets, certain intellectual property of Assignors, and have agreed to sign and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office.

Assignors agree as follows:

1. Assignment. In consideration of the signing of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged by Assignors, Assignors irrevocably sell, assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in and to the following (the "**Assigned IP**"):

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

(b) the trademark registrations and applications and the domain names set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof;

(c) all copyrights in the software set forth in Schedule 3 hereto;

(d) all rights of any kind whatsoever of Assignors 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 and/or after the date of this IP Assignment, 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. Assignors authorize the Commissioner for Patents, the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Assignee. Assignors will take such steps and actions following the date of this IP Assignment, including the signing of documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

3. Incorporation of the Purchase Agreement. This IP Assignment is delivered pursuant to, and is subject to all the terms and conditions of, the Purchase Agreement, which terms and conditions are hereby incorporated into this IP Assignment by this reference. This IP Assignment is made without representation or warranty, except as and to the extent provided in the Purchase Agreement. Nothing in this IP Assignment shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Purchase Agreement in any manner whatsoever. In the event of any conflict or difference between the Purchase Agreement and this IP Assignment, the provisions of the Purchase Agreement shall control.

4. Successors and Assigns. This IP Assignment is binding upon and inures to the benefit of Assignors and Assignee and their respective successors and assigns.

5. Governing Law. THIS IP ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, EXCLUDING THE CONFLICTS OF LAW OR CHOICE OF LAW PROVISIONS OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION.

6. Execution. This IP Assignment may be executed in counterparts, each of which when executed will be deemed to be an original and all of which taken together will constitute one and the same instrument. A signature delivered by facsimile or electronic transmission will be effective to bind the executing party.

[Signature page follows]

IN WITNESS WHEREOF, Assignors have caused this Intellectual Property Assignment to be signed by their duly authorized officers as of the date first recited above.

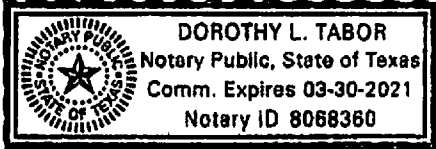
DHISCO ELECTRONIC DISTRIBUTION, INC.

By: [Signature]
Name: Toni Portmann
Title: President and Chief Executive Officer

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of July, 2018, by Toni Portmann on behalf of DHISCO Electronic Distribution, Inc.

(SEAL)



[Signature]
Notary Public, State of Texas

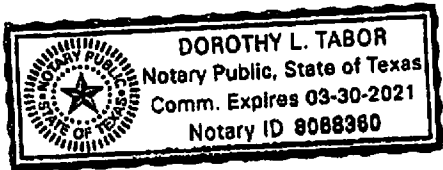
DHISCO, INC.

By: [Signature]
Name: Toni Portmann
Title: President and Chief Executive Officer

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30th day of July, 2018, by Toni Portmann on behalf of DHISCO, Inc.

(SEAL)



[Signature]
Notary Public, State of Texas

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Shopping Engine – "System and method for providing lodging reservations data"

Jurisdiction	Owner	Status	Identifier
Australia	Pegasus Solutions, Inc.	<ul style="list-style-type: none">• Issued June 12, 2008• Expiration date May 22, 2022	<ul style="list-style-type: none">• Patent number 2002312007
Canada	Pegasus Solutions, Inc.	<ul style="list-style-type: none">• Issued September 13, 2016• Expiration date May 22, 2022	<ul style="list-style-type: none">• Patent number 2,493,543
United States	Pegasus Solutions, Inc.	<ul style="list-style-type: none">• Issued July 11, 2006• Expiration date November 18, 2022	<ul style="list-style-type: none">• Patent number US 7,076,451 B1

SCHEDULE 2

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS;
DOMAIN NAMES**

Registered Trade Names:

Registered Name	Jurisdiction	Registration Number/Date
NETBOOKER	European Community	1782853/March 7, 2003
ULTRASWITCH	Canada	TMA438897
ULTRASWITCH	United Kingdom	1565940
ULTRASWITCH	United States	1779296

Domain Names:

dhisco.co
dhisco.com
dhisco.info
dhisco.io
dhisco.net
dhisco.org
easyaccessplus.com
easyaccessplus.net
thisco.biz
thisco.com

SCHEDULE 3

COPYRIGHTS (SOFTWARE)

Module	Description	Modules
ADS applications	Java-based	<ul style="list-style-type: none"> • UltraDirect (UD) • DHISCO Developers Toolkit (DDT) • Cache Configuration Manager (EDCAT) • UD local cache management (TI ADMIN)
USW applications	C-based	UltraSwitch (USW)
USW applications	Perl-based	USW offline processing for billing cube build
USW applications	Java-based/Contivo	<ul style="list-style-type: none"> • USW OTA XML • Universal Property ID Mapping interface (SMP) • Negotiated Rate Management (Account Author)
USW KivaNet	C-based	Transaction Processing Engines
USW KivaNet	Perl-based	Offline processing for billing
Utility applications	Perl-based	Various programs to perform infrastructure related activities such as log rotation and consolidation
Utility applications	C-based	Various programs to perform infrastructure related activities such as log rotation and consolidation
ARI Push	Java-based	ARI Push
CARP	Java-based, PERL for remote processing	Cache Accuracy Reporting
KPI Reporting	TALEND, Python, Excel, Hadoop, Ambari, Swift	--
HCD Augmentation	Java-based, TALEND, Python, Hadoop, Ambari, Swift, stored procedures in Informix	--

Content applications	Java-based (some Scala)	<ul style="list-style-type: none">• Portal• Content Manager• Content Automation
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NOTICE OF ACCEPTANCE OF ASSIGNMENT

By an Intellectual Property Assignment dated 31 July 2018, DHISCO Electronic Distribution, Inc., a Delaware corporation. (having Pegasus Solutions, Inc. as its previous name) did assign to RateGain Technologies, Inc., a Delaware corporation, all its rights, titles and interests in the following patents and trademarks, and we hereby confirm that assignment and our sole proprietorship of such patents and trademarks.

Patents: Shopping Engine – System and method for providing lodging reservations data

Jurisdiction	Owner	Status	Identifier
Australia	Pegasus Solutions, Inc.	<ul style="list-style-type: none">• Issued June 12, 2008• Expiration date May 22, 2022	<ul style="list-style-type: none">• Patent number 2002312007
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Trademarks:

Registered Name	Jurisdiction	Registration Number/Date
NETBOOKER	European Community	1782853/March 7, 2003
ULTRASWITCH	Canada	TMA438897
ULTRASWITCH	United Kingdom	1565940
ULTRASWITCH	United States	1779296

Dated this 21st day of September, 2018

Executed by the said
RateGain Technologies, Inc.
in accordance with the laws
of its incorporation.

By: _____ 

Name: TAMMAYA DAS

Position: CFO