

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506365

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eTera Consulting, LLC		01/14/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	HaystackID LLC		
Street Address:	Six Beacon Street, Suite 815		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199-3600		
Entity Type:	CORPORATION DELAWARE Limited Liability Company: Delaware		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3747667	ETERA	
Registration Number:	4006885	EARLY INFORMATION ASSESSMENT	
Registration Number:	4221625	OPT1MUM ONE	
Registration Number:	4304555	FORENS1CS ONE	
Registration Number:	4495525	BUILT BY THE CLIENTS, FOR THE CLIENTS	
Registration Number:	4423106	1NTELLIGENT ONE	
Registration Number:	4763851	REV1EW ONE	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	(617) 951-7000		
Email:	maryjane.dipalma@ropesgray.com		
Correspondent Name:	Ropes & Gray LLP		
Address Line 1:	Prudential Tower 800 Boylston Street		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	114207-0004-001		
NAME OF SUBMITTER:	Mary Jane DiPalma		
SIGNATURE:	/ Mary Jane DiPalma /		

CH \$190.00 3747667

DATE SIGNED:	01/17/2019
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Total Attachments: 6

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EXHIBIT C

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made as of January 14, 2019, by and between eTERA Consulting, LLC, an Ohio limited liability company ("Assignor"), and HaystackID LLC, a Delaware limited liability company ("Assignee") and together with Assignor, the "Parties"). Except as otherwise defined herein or in any Exhibit attached hereto, capitalized terms used herein shall have the same meanings as set forth in the Asset Contribution and Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), among Assignor, Assignee and the other signatories thereto.

RECITALS

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, pursuant to which Assignee agreed to purchase all rights, title and interests in and to the Purchased Assets; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, all of Assignor's rights, title and interests in and to the Company Intellectual Property Rights, free and clear of all Encumbrances (other than Permitted Encumbrances).

NOW, THEREFORE, in consideration of the above Recitals and in exchange for the Cash Consideration, as set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's rights, title and interests in and to the following, free and clear of all Encumbrances (other than Permitted Encumbrances):

(a) the Company Intellectual Property Rights in accordance with the Asset Purchase Agreement, along with any and all registrations and applications for the Company Intellectual Property Rights and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or hereafter in effect, including but not limited to the Company Intellectual Property Rights identified on Schedule 1 attached hereto;

(b) all goodwill of any business associated and connected with the Company Intellectual Property Rights or symbolized thereby; and

(c) the right to bring suit and recover damages for past, present and future infringement, dilution, misappropriation or violation of any Company Intellectual Property Rights everywhere in the world.

2. Assignor will provide to Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations

covering the Company Intellectual Property Rights; and (b) in the implementation and perfection of this Agreement.

3. Assignor will cooperate to the extent reasonably necessary for Assignee to make any and all required filings to effectuate the assignment and transfer of the Company Intellectual Property Rights to Assignee.

4. In relation to the domain names identified on Schedule 1 hereto, Assignor agrees to cooperate with Assignee to take all actions and provide to Assignee all items reasonably necessary to initiate and complete the electronic transfer process from Assignor's account to Assignee's account, including, without limitation, providing Assignee with the applicable transfer authorization codes to allow Assignee to initiate the process for and effect the online transfer. Assignee shall initiate the transfer of the domain names from Assignor to Assignee with Assignee's registrar of choice. Within ten (10) Business Days of Assignor's receipt of a transfer authorization request on behalf of Assignee, Assignor shall authorize such transfer of the domain names to Assignee. Assignor hereby authorizes and requests the applicable registration authority to transfer the domain names from Assignor to Assignee.

5. This Agreement is being delivered in connection with and subject to the Asset Purchase Agreement, and, to the extent of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

6. Nothing contained in this Agreement is intended to provide any right, interest or remedy to any Person, other than Assignor and Assignee.

7. This Agreement, the negotiation, terms and performance of this Agreement, the rights of the Parties under this Agreement, and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

8. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. It is understood by the Parties that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Company Intellectual Property Rights assigned to Assignee hereunder.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission (e-mail) in portable document

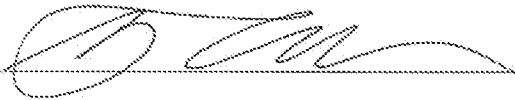
format (.pdf) shall be deemed to be their original signature for all purposes. Each Party hereby agrees that this Agreement may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by any Party is intended to authenticate this Agreement and to have the same legal force and effect as a manual signature. For purposes of this Section 9, the term “electronic signature” means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a Party with the intent to sign such agreement, document, instrument, record or contract.

10. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES HERETO AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 10 WITH ANY COURT OF COMPETENT JURISDICTION AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION AND ANY SUCH ACTION SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(Remainder of Page Left Intentionally Blank – Signature Pages Follow)

The parties to this Agreement have caused it to be executed and delivered as of the date first written above.

eTERA Consulting, LLC,
an Ohio limited liability company

By:  _____

Name: Mark S. Corr, IV

Title: President and Chief Operating Officer

HaystackID LLC,
a Delaware limited liability company


By: _____

Name: _____

Title: _____

HaystackID LLC,
a Delaware limited liability company

By: HaystackID Holdings LLC
Its: Member

By:  _____

Name: Alex E. Gregor

Title: Manager

EXHIBIT C**SCHEDULE 1****Company Intellectual Property Rights****Trademark Registrations and Applications**

TRADEMARK	APPLICATION NO.	REGISTRATION NO.	FILING DATE
ETERA	77631575	3747667	12/11/2008
EARLY INFORMATION ASSESSMENT	77885627	4006885	12/3/2009
OPTIMUM ONE	85557360	4221625	3/1/2012
FORENSICS ONE	85662915	4304555	6/27/2012
BUILT BY THE CLIENTS, FOR THE CLIENTS	85666522	4495525	7/2/2012
INTELLIGENT ONE	85803385	4423106	12/14/2012
REVIEWONE	86432477	4763851	8/23/2014

Patents and Patent Applications

None

Copyright Registrations and Applications

None

Domain Names

1. eteraconsulting.com