

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512752

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 08/06/2018 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| XOR Data Exchange, Inc. | | 03/04/2019 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Early Warning Services, LLC | | |
| Street Address: | 16552 North 90th Street | | |
| Internal Address: | Suite 100 | | |
| City: | Scottsdale | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85260 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4663217 | LEADING A DATA EVOLUTION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3035714321 | | |
| <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: | 3035714000 | | |
| Email: | denverteas@kilpatricktownsend.com | | |
| Correspondent Name: | Brian P. O'Donnell | | |
| Address Line 1: | 1400 Wewatta Street, Suite 600 | | |
| Address Line 4: | Denver, COLORADO 80202 | | |
| ATTORNEY DOCKET NUMBER: | 1126562 | | |
| NAME OF SUBMITTER: | Brian P. O'Donnell | | |
| SIGNATURE: | /Brian P. O'Donnell/ | | |
| DATE SIGNED: | 03/05/2019 | | |
| Total Attachments: 2 | | | |
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OP \$40.00 4663217

NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Trademark Assignment is effective, *nunc pro tunc*, as of August 6, 2018 (the "Effective Date"), and is made by and between XOR Data Exchange, Inc. a Delaware corporation, having its principal place of business at 101 Stone Canyon, Wimberley, Texas 78676 (the "Assignor"), and Early Warning Services, LLC, a Delaware limited liability company, having its principal place of business at 16552 North 90th Street, Suite 100 Scottsdale, Arizona 85260 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor owns and has used U.S. Trademark Registration No. 4,663,217, registered December 30, 2014, for the mark LEADING A DATA EVOLUTION in International Class 35 covering "Business consultation services in the fields of regulation compliance and credit and fraud risk; Business consultation services; Business risk management consultation; Compilation and systematization of information into computer databases; Compilation of statistics for business or commercial purposes; Management and compilation of computerized databases (hereinafter collectively referred to as the "LEADING A DATA EVOLUTION Trademark");

WHEREAS, Assignee wishes to acquire ownership of and all right, title and interest in and to the LEADING A DATA EVOLUTION Trademark, the goodwill symbolized thereby, and any registrations, applications, common law, trade name rights therefor, and any copyrighted works embodied in any designs and logos comprised of the LEADING A DATA EVOLUTION Trademark.

NOW, THEREFORE, in consideration of ten dollars (\$10.00), of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademark. Assignor hereby assigns, grants, transfers, conveys, and delivers exclusively to Assignee, free and clear of any and all known liens, encumbrances, and claims of third parties, and Assignee hereby acquires from Assignor ownership and all of Assignor's right, title, and interest in and to the LEADING A DATA EVOLUTION Trademark, the goodwill symbolized thereby, any applications and registrations related thereto and all associated common law rights, and the right to claim any applicable priority rights arising from the LEADING A DATA EVOLUTION Trademark. All rights to the LEADING A DATA EVOLUTION Trademark, including, without limitation, the right to sue for any damages and other remedies in respect of any infringement of the LEADING A DATA EVOLUTION Trademark, which may have occurred prior to the date of this Trademark Assignment, shall be the sole property of Assignee and inure to the benefit of Assignee. Assignor further agrees that all records of Assignor necessary to establish priority of the use of any of the LEADING A DATA EVOLUTION Trademark will be made available at no additional charge to Assignee, in the event such records are needed in connection with the assigned LEADING A DATA EVOLUTION Trademark.

2. Further Assurances. Assignor hereby agrees without any additional consideration therefor to sign all documents, make all assignments and declarations, and generally do everything possible to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for said LEADING A DATA EVOLUTION Trademark.

3. Successors and Assigns. The terms and provisions of this Trademark Assignment and the respective rights and obligations of the parties hereunder shall be binding upon the parties and inure to the benefit of their respective successors and assigns.

4. Recordings. An executed copy of this Trademark Assignment may be filed with the appropriate national trademark office by Assignee or Assignor at any time.

5. Execution. This Trademark Assignment may be executed by facsimile and in counterparts, which together will constitute one instrument.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Assignment to be duly executed and become effective *nunc pro tunc* as of August 6, 2018.

XOR Data Exchange, Inc.

By: Mike Cook

Name: Mike Cook

Title: VP - Data Strategy

Date: March 4, 2019

XOR Data Exchange, Inc.
101 Stone Canyon
Wimberley, Texas 78676

Early Warning Services, LLC

By: Warren V. Johnson

Name: Warren V. Johnson

Title: Intellectual Property Counsel

Date: 3/4/19

Early Warning Services, LLC
16552 North 90th Street, Suite 100
Scottsdale, Arizona 85260

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