

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512769

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|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Euclid Technology, LLC | | 02/22/2019 | Limited Liability Company: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Euclid Technology Solutions, LLC | | |
| Street Address: | 4500 East West Highway, Suite 550 | | |
| City: | Bethesda | | |
| State/Country: | MARYLAND | | |
| Postal Code: | 20814 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4712512 | EUCLID | |
| Registration Number: | 4834722 | EUCLID | |
| Registration Number: | 2788692 | EUCLID | |
| Registration Number: | 2847427 | EUCLID TECHNOLOGY | |
| Registration Number: | 2843051 | CLEARVANTAGE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3367338473 | | |
| <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: | 3367213747 | | |
| Email: | trademarkswinston@wbd-us.com | | |
| Correspondent Name: | Randel S. Springer | | |
| Address Line 1: | Womble Bond Dickinson (US) LLP | | |
| Address Line 2: | One | | |
| Address Line 4: | Winston-Salem, NORTH CAROLINA 27101 | | |
| ATTORNEY DOCKET NUMBER: | 104722.30.6 | | |
| NAME OF SUBMITTER: | Randel S. Springer | | |
| SIGNATURE: | /Randel S. Springer/ | | |
| DATE SIGNED: | 03/05/2019 | | |

CH \$140.00 4712512

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this “Agreement”) dated as of February 22, 2019, is made by and between Euclid Technology Solutions, LLC, a Delaware limited liability company (“Assignee”), and Euclid Technology, LLC, a Maryland limited liability company (“Assignor”), pursuant to that certain Asset Purchase Agreement dated as of even date herewith between Assignee (as Buyer thereunder), Assignor, MemberConnection, Inc. (together with Assignor, as Sellers thereunder), certain equityholders of each Seller (the “Owners”) and Charles Vinal, as a representative of the Owners (the “Purchase Agreement”).

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to transfer, assign and deliver all of such Assignor’s right, title and interest in, to and under any and all Transferred Intellectual Property, to the Assignee, free and clear of all Liens.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, and subject to and in accordance with the Purchase Agreement, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest throughout the world in and to the Transferred Intellectual Property (including, without limitation, the Transferred Intellectual Property set forth on Schedule 1 hereto), together with the goodwill of the business symbolized by the Transferred Intellectual Property therein, including, without limitation, any registrations that issue from pending applications and any renewals and extensions thereof, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as well as all rights to any actions, causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof.

2. Recordation. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property, and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

3. No Assignment of Excluded Assets. Assignee acknowledges and agrees that the Assignor is not assigning or selling, and the Assignee is not purchasing, any of the Assignor’s right, title, or interest in or to any of the Excluded Assets, all of which will remain the sole and exclusive property of Assignor after the Closing.

4. Effective Time. This Agreement shall be deemed to be effective between the parties as of the Closing.

5. Further Assurances. From time to time after the date hereof, Assignor will execute and deliver, or arrange for the execution and delivery of, any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, instruments of conveyance and transfer, or other instruments or documents and take or arrange for such other actions as may reasonably be requested by Assignee to effect, evidence, perfect or complete more effectively any of the transactions provided for in this Agreement.

6. Purchase Agreement. This Agreement is executed and delivered in connection with the Purchase Agreement, and all of the terms and conditions of the Purchase Agreement are hereby incorporated herein by this reference. Nothing contained in this Agreement shall be deemed to alter, diminish or expand in any manner whatsoever any of the provisions of, or any of the rights and obligations of the parties hereto under, the Purchase Agreement, and this Agreement is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement. Nothing in this Agreement is intended to create any broader obligations of the parties hereto than those contemplated in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Agreement, the Purchase Agreement shall control.

7. Miscellaneous. Section 8 of the Purchase Agreement shall apply mutatis mutandis to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each party hereto has duly executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

EUCLID TECHNOLOGY, LLC

By:  _____

Name: Charles Vinal

Title: Chief Executive Officer

ASSIGNEE:

EUCLID TECHNOLOGY SOLUTIONS, LLC

By: _____

Name: Michael A. Lawler

Title: Chief Executive Officer

IN WITNESS WHEREOF, each party hereto has duly executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNOR:

EUCLID TECHNOLOGY, LLC


By: _____

Name: Charles Vinal

Title: Chief Executive Officer

ASSIGNEE:


EUCLID TECHNOLOGY SOLUTIONS, LLC

By:  _____

Name: Michael A. Lawler

Title: Chief Executive Officer

SCHEDULE 1

| Mark | Reg. No. | Reg. Date | Record Owner |
|---|-----------|-------------|------------------------|
| EUCLID | 4,712,512 | 31 Mar 2015 | Euclid Technology, LLC |
|  | 4,834,722 | 20 Oct 2015 | Euclid Technology, LLC |
| EUCLID | 2,788,692 | 2 Dec 2003 | Euclid Technology, LLC |
| EUCLID TECHNOLOGY | 2,847,427 | 01 Jun 2004 | Euclid Technology, LLC |
| CLEARVANTAGE | 2,843,051 | 18 May 2004 | Euclid Technology, LLC |