

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM518685

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velos, Inc.		04/09/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	WCG EResearch LLC		
Street Address:	212 Carnegie Center		
Internal Address:	Suite 301		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2555312		
Registration Number:	2591919	VELOS	
Registration Number:	2522991		
Registration Number:	2553002	VELOS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202-739-5564		
Email:	michelle.raynes@morganlewis.com		
Correspondent Name:	Seth A. Rappaport		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 2:	Attn: TMSU		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	020639.0046		
NAME OF SUBMITTER:	Michelle S. Raynes		
SIGNATURE:	/Michelle S. Raynes/		
DATE SIGNED:	04/11/2019		

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Total Attachments: 3

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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This Confirmatory Trademark Assignment Agreement (the "Assignment") is dated April 9, 2019, by and between Velos, Inc. a Delaware corporation (now known as nCoup, Inc.) (the "Assignor") and WCG EResearch LLC, a Delaware limited liability company (the "Assignee"). Collectively, Assignor and Assignee shall be referred to as the "Parties."

A. The Parties entered in an Asset Purchase Agreement, dated December 11, 2018 (the "Asset Purchase Agreement"), pursuant to which Assignor has transferred to Assignee, among other assets, all of Assignor's right, title, and interest in and to the trademarks used in the Business (as that term is defined in the Asset Purchase Agreement) including the trademarks set forth on Schedule A, attached hereto (collectively, "Assigned Marks"). The Assigned Marks include the registrations and applications listed on Schedule A that are registered or pending at the US Patent and Trademark Office or with the trademark offices of other jurisdictions around the world (collectively "Trademark Offices")

B. This Assignment is being executed to confirm the earlier assignment of the Assigned Marks to Assignee, and for recordation the Trademark Offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby confirms having assigned to Assignee all right, title, and interest in and to the Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks, pursuant to the Asset Purchase Agreement. Notwithstanding the foregoing, and solely to the extent Assignor retained any right, title or interest in and to the Assigned Marks, Assignor does hereby convey, transfer, deliver and assign to Assignee, and Assignee does hereby accept, any and all rights, title and interest that Assignor may own in and to the Assigned Marks, together with the goodwill of the business symbolized by the Assigned Marks.

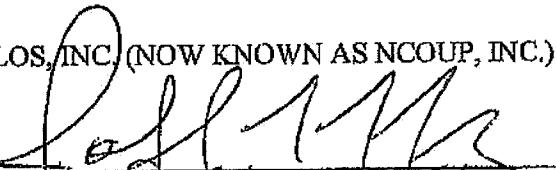
2. Assignor authorizes and requests that the Trademark Offices record Assignee as the owner of the entire right, title, and interest therein, or otherwise as Assignee may direct. Assignor agrees to execute additional documents as reasonably necessary to perfect Assignee's ownership in the Assigned Marks at the Trademark Offices. 4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

IN WITNESS WHEREOF, this Assignment has been executed by the Parties as of the date first written above.

ASSIGNOR:

VELOS, INC. (NOW KNOWN AS NCOUP, INC.)

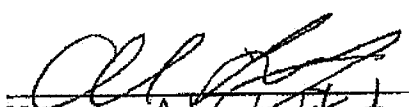
By:


Name: John S. McElwain
Title: CEO




ASSIGNEE:

WCG ERESEARCH LLC

By:


Name: Alan Koffke
Title: Corporate Secretary

SCHEDULE A

COUNTRY/JURISDICTION	MARK	REGISTRATION NUMBER	REGISTRATION DATE
Austria	VELOS	182,537	June 14, 1999
Australia	VELOS	1294158	April 14, 2009
China (People's Republic)	VELOS	1046369	July 9, 2010
Germany	VELOS	39863250	May 3, 1999
International Registration – Madrid Protocol	VELOS	1046369	July 9, 2010
Japan	VELOS	1046369	July 9, 2010
Republic of Korea	VELOS	100503	October 11, 2013
Singapore	VELOS	1046369	July 9, 2010
United Kingdom	VELOS	2,181,616	July 4, 2000
United States		2,555,312	April 2, 2002
United States		2,591,919	July 9, 2002
United States	 (This mark is lined for the color red)	2,522,991	December 25, 2001
United States	VELOS	2,553,002	March 26, 2002

TRADEMARK