

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534882

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONTROLDOCS.COM, INC.		08/01/2019	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	LEGILITY DATA SOLUTIONS, LLC		
Street Address:	500 Church Street		
Internal Address:	Suite 300		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219-2372		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5207292	ENVIZE	
Registration Number:	5611270	RECENSEO	
Registration Number:	3848588	ICONTROLES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2033553827		
Email:	cbutler@fdh.com		
Correspondent Name:	Christopher Butler c/o Finn Dixon & Herl		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Christopher Butler		
SIGNATURE:	/s/Christopher Butler		
DATE SIGNED:	08/01/2019		
Total Attachments: 6			
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**ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is effective as of August 1, 2019 by and between LEGILITY DATA SOLUTIONS, LLC, a Tennessee limited liability company ("Assignee") and CONTROLDOCS.COM, INC., a Texas corporation ("Assignor").

W I T N E S S E T H:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement by and among Assignor, Assignee and the other parties thereto dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor is agreeing to sell, assign, convey and transfer certain assets to Assignee, in return for the assumption by Assignee of certain liabilities of Assignor, in order to cause Buyer (as defined in the Purchase Agreement) to consummate its obligations under the Purchase Agreement; and

WHEREAS, Assignor possesses Intellectual Property (as defined in the Purchase Agreement) which is actually used by and intended to be held by Assignee in the Business; and

WHEREAS, Assignor and Assignee desire that all of Assignor's respective rights, titles and interests in and to all Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights.

(a) Assignment. Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest in and to any and all Intellectual Property (including, but not limited to, the Intellectual Property listed on Exhibit A hereto, including any and all common law rights associated with the Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.

(b) Further Assurances. Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at such Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer the Intellectual Property, and similar governmental grants confirming or enhancing said rights. Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

2. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(c) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.


(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

CONTROLDOCS.COM, INC.

By:  _____

Name: Jeffrey A. Johnson

Title: President & CTO

[Signature Page - Assignment and Assumption of Intellectual Property Agreement]

TRADEMARK
REEL: 006710 FRAME: 0377

ASSIGNEE:

LEGILITY DATA SOLUTIONS, LLC

By: 
Name: Barry Dark
Title: Chief Executive Officer

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

TRADEMARK
REEL: 006710 FRAME: 0378

Exhibit A

Trademarks:

Trademark	Registration Number
ENVIZE	5,207,292
RECENSEO	5,611,270
ICONTROLESI	3,848,588

Patents:

Patent	Registration Number	Expiration Date
Apparatus and Method of Implementing Batch Mode Active Learning for Technology-Assisted Review of Documents	15/260,444	September 9, 2036
Apparatus and Method of Implementing Enhanced Batch Mode Active Learning for Technology-Assisted Review of Documents	15/260,538	September 9, 2036
Enhanced Batch-Mode Active Learning for Technology-Assisted Review (Provisional Patent)	62/288,660	January 29, 2036
Batch-Mode Active Learning for Technology-Assisted Review (Provisional Patent)	62/246,719	January 27, 2035

Copyrights:

1. None.

Material Unregistered Trademarks:

1. None.

Internet Domain Name:

2. icontrollesi.com.

3. iconrolesi.net.
4. i-controlesi.com.
5. i-controlesi.net.
6. iconrolesiblog.com.
7. discoverenvize.com.
8. controldocs.com.
9. esiinsight.com.
10. esiinsight.net.
11. informationgovernancemonthly.com.
12. ediscoverymonthly.com.
13. informationgovernancenews.com.

[Signature Page to Assignment and Assumption of Intellectual Property Agreement]

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RECORDED: 08/01/2019

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