

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESW Holdings, Inc.		09/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aclate, Inc.		
Street Address:	401 Congress Avenue		
Internal Address:	Suite 2650		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78701		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4714230	CONTENT SEQUENCING	
Registration Number:	3567331	ONE SPOT	
Registration Number:	3603572	ONESPOT	
CORRESPONDENCE DATA			
Fax Number:	5122874866		
<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:	404-317-9361		
Email:	alison.danaceau@jonespross.com		
Correspondent Name:	Alison Danaceau		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 2:	Suite 100		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Alison Danaceau		
SIGNATURE:	/Alison Danaceau/		
DATE SIGNED:	11/13/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“IP Assignment”), dated as of September 6, 2019, is made by ESW Holdings, Inc., a Delaware corporation, with offices at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 (“Assignor”), in favor of Aclate, Inc., a Delaware corporation, with offices at 401 Congress Avenue, Suite 2650, Austin, Texas 78701 (“Assignee”). Unless otherwise indicated, capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement by and among Assignee and Assignor, dated as of the even date herewith (the “Purchase Agreement”) pursuant to which Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property assets and derivative works thereto including but not limited to registered and unregistered names, patents, trade names, service marks, trademarks, published and unpublished copyrights, internet web sites, domain names and common law trademarks and any applications thereof (the “IP Assets”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver this IP Assignment as a condition to Closing, and for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to all of the IP Asset, including, without limitation, the following (the “Assigned IP”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, upon Assignee's request, Assignor shall use commercially reasonable efforts to cause Borrower to take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The terms and conditions contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

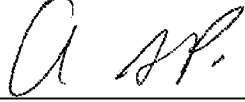
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR:

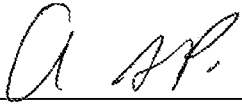
ESW Holdings, Inc.

By: 
Name: Andrew S. Price
Name: Chief Financial Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

Aclate, Inc.

By: 
Name: Andrew S. Price
Name: Chief Financial Officer

Schedule 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

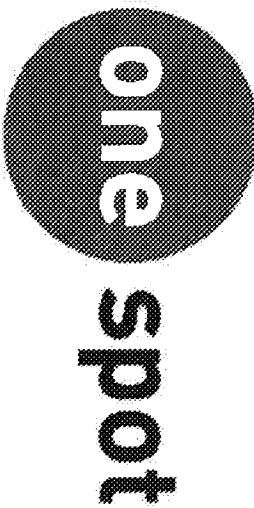
TRADEMARK

REEL: 006794 FRAME: 0785

Title	Named Inventors	Application No.	Application Date	Patent No.	Patent Date	Other
System and method for generating sources of prioritized content	Nathan Matthew Cohen	12/838671	July 19, 2010	8,484,205	July 9, 2013	No Maintenance fees are due at this time. 7.5 year window opens on July 9, 2020.
System and method for indexing a network of interrelated elements	Nathan Matthew Cohen	11/545875	October 11, 2006	7,761,423	July 20, 2010	No Maintenance fees are due at this time. 11.5 year window opens on July 20, 2021.

Schedule 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration / Serial No.	Date Issued	Class(es)	Goods/Services	Country	Upcoming Deadline
CONTENT SEQUENCING	4714230	March 31, 2015	42	Software as a service (SAAS) featuring software for companies to serve online ads based on behavioral signals and datasets and optimize ad placement and timing for increased click-throughs and conversions, all in the field of online advertising.	USA	March 31, 2021
	3567331	January 27, 2009	42	Computer service, namely, acting as an application service provider in the field of knowledge management to host computer application software for the collection, editing, organizing, modifying, book marking, transmission, storage and sharing of data and information	USA	January 29, 2029
OneSpot	3603572	April 7, 2009	42	Computer service, namely, acting as an application service provider in the field of knowledge management to host computer application software for the collection, editing, organizing, modifying, book marking, transmission, storage and sharing of data and information	USA	October 7, 2019 – extension deadline for section 8 and 9 renewal