

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553247

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/15/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Engage Holdings, LLC		12/12/2019	Limited Liability Company:

RECEIVING PARTY DATA

Name:	SPEECHIQ, LLC
Street Address:	278 N. 5th Street
City:	Columbus
State/Country:	OHIO
Postal Code:	43215
Entity Type:	Limited Liability Company: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5163952	SPEECHIQ

CORRESPONDENCE DATA

Fax Number: 2166214072

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.

Phone: 2166212234

Email: jyirga@tarolli.com, docketing@tarolli.com, cplacko@tarolli.com, yirga10@yahoo.com

Correspondent Name: Tarolli, Sundheim, Covell & Tummino LLP

Address Line 1: 1300 E 9TH ST

Address Line 2: Suite 1700

Address Line 4: CLEVELAND, OHIO 44114

NAME OF SUBMITTER:	John A. Yirga
SIGNATURE:	/John A. Yirga/
DATE SIGNED:	12/13/2019

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

This Nunc Pro Tunc Trademark Assignment (this “**Trademark Assignment**”), dated as of December 12, 2019 (the “**Effective Date**”), is made by and between **ENGAGE HOLDINGS, LLC**, an Ohio limited liability company, having a principal place of business at 278 N. 5th Street, Columbus, Ohio 43215 (“**Assignor**”), and **SPEECHIQ, LLC**, an Ohio limited liability company, having a principal place of business at 278 N. 5th Street, Columbus, Ohio 43215 (“**Assignee**”).

WHEREAS, Assignor is the owner of the trademarks and trademark applications described on **Schedule 1** hereto along with any other trademarks and trademark applications hereinafter acquired, including, without limitation, rights granted under statute or common law in any jurisdiction relating to indicia or origin or source, whether or not registered (the “**Trademarks**”); and

WHEREAS, pursuant to the terms of that certain Assignment of Intellectual Property Assets (“**AIPA**”), by and between Assignor and Assignee, dated and effective as of March 15, 2018 (as amended), Assignor has assigned to Assignee all of Assignor's Intellectual Property relating to speech recognition technologies, including, without limitation, all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings assigned to such terms in the AIPA.

NOW THEREFORE, for the consideration set forth in the AIPA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date, Assignor hereby assigns, conveys, transfers, and delivers to Assignee its successors and assigns, and Assignee hereby receives and accepts from Assignors, any and all of Assignor's right, title and interest in and to the Trademarks, including all goodwill associated with the Trademarks including that related to the products and services for which each Trademark is associated and for which each corresponding Trademark is registered or recorded; the look and feel of any products, services, and websites associated with any of the Trademarks (as applicable), including all related trade dress; all income, royalties, and damages hereafter due and payable to such Assignor with respect to the Trademarks, including without limitation, damages for any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements, misappropriations or dilutions; all rights pursuant to 15 U.S.C. 1051 *et. seq.*, and all other applicable acts and associated amendments; any and all registrations or renewals associated with the Trademarks; and all rights that apply in any country relating to any foreign counterpart, certification, registration or other governmental grant or issuance relating to, or seeking the benefit of, the Trademarks throughout the world.

Assignor hereby authorizes the respective trademark office (e.g., US Patent and Trademark Office) or governmental authority in each applicable jurisdiction to issue any and all trade and service marks or other similar governmental grants, registrations, or issuances that may be granted for any of the Trademarks in the name of Assignee, as the assignee.

This Trademark Assignment is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Trademark Assignment or the licenses granted hereunder may be instituted in the federal courts of the United States or the courts of the State of New York in each case located in New York County, New York, and each Party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding. The parties hereto agree that irreparable damage would occur if any provision of this Trademark Assignment were not performed in accordance

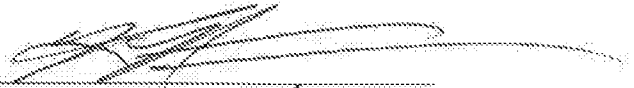
with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

This Trademark Assignment shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns. This Trademark 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 Trademark 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 Trademark Assignment.

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.


ASSIGNOR:

ENGAGE HOLDINGS, LLC

By: 
Name: Kyle Hanson
Title: Manager

ASSIGNEE:

SPEECHIQ, LLC

By: 
Name: Kyle Hanson
Title: Manager

SCHEDULE 1

Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>App. Number</u>	<u>App. Date</u>	<u>Status</u>	<u>Class (es)</u>
SPEECHIO	Engage Holdings, LLC	5163952	Mar. 21, 2017	86-824258	Nov. 18, 2015	Registered	42