OP \$115.00 4811519

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM565076

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Metstat, Incorporated		12/09/2019	Corporation: COLORADO

RECEIVING PARTY DATA

Name:	DTN, LLC	
Street Address:	9110 W. Dodge	
City:	Omaha	
State/Country:	NEBRASKA	
Postal Code:	68114	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4811519	METSTAT
Registration Number:	5841451	METPORTAL
Registration Number:	4883014	METSTORM
Registration Number:	4811520	PUTTING WEATHER INTO PERSPECTIVE

CORRESPONDENCE DATA

Fax Number:

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: 4023466000

trademarks.stephenson@kutakrock.com Email:

Correspondent Name: Patrick C Stephenson Address Line 1: 1650 Farnam Street

Address Line 4: Omaha, NEBRASKA 68102

NAME OF SUBMITTER:	Patrick C. Stephenson
SIGNATURE:	/Patrick C. Stephenson/
DATE SIGNED:	03/03/2020

Total Attachments: 4

source=Metstat TM Assignment#page1.tif source=Metstat TM Assignment#page2.tif source=Metstat TM Assignment#page3.tif

> TRADEMARK REEL: 006881 FRAME: 0388

900538375

source=Metstat TM Assignment#page4.tif

TRADEMARK REEL: 006881 FRAME: 0389

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of the Closing Date, is by and between DTN, LLC, a Delaware limited liability company ("Assignee"), and METSTAT, INCORPORATED, a Colorado corporation ("Assignor"), pursuant and subject to that certain Asset Purchase Agreement, dated as of December 9, 2019, by and among Assignee, Assignor and the Owner identified therein (the "Purchase Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the Seller Owned Intellectual Property, including but not limited to the trademarks identified in Schedule 1 attached hereto; and

WHEREAS, Assignor has agreed to assign, sell, transfer and convey and Assignee has agreed to acquire, all of Assignor's right, title and interest in and to the trademarks identified in Schedule 1 attached hereto, as more fully set forth below.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Sale, Transfer and Assignment of Trademarks. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the trademarks identified in Schedule 1 attached hereto, including all logo designs relating thereto, all registrations and pending applications relating thereto, and all goodwill of the business associated with such trademarks.
- 2. Binding Instrument. This Trademark Assignment shall be binding upon and inure to the benefit of the parties to the Purchase Agreement and their respective successors and permitted assigns. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement or any other Transaction Document shall survive the execution and delivery of this Trademark Assignment and shall continue in full force and effect, in each case, as and to the extent provided in such Transaction Document. Assignee acknowledges that Assignor makes no representation or warranty with respect to the trademarks being assigned hereby except as specifically set forth in the Purchase Agreement. If there is any conflict between the terms and provisions of this Trademarks Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall control.
- 3. Counterparts; Electronic Transmission. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, constitute one and the same instrument. Signatures hereto may be delivered by facsimile or electronic (.pdf) transmission, each of which shall be deemed originals.
- 4. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to its conflict of laws principles.

4828-7548-1014,1

5. Amendment. This Trademark Assignment may not be modified or amended without the prior written consent of the parties hereto.

[signature page follows]

2

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment effective as of the Closing Date.

BUYER:

DTN, LLC

Name

Title

SELLER:

METSTAT, INCORPORATED

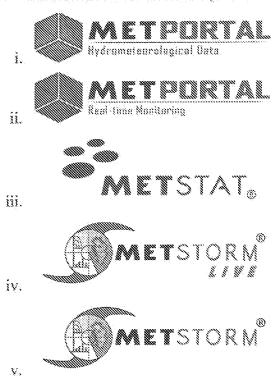
Name TyeW. Parzybbk

Title President and CEO

Schedule 1

Trademarks

- 1. Registered Trademarks: MetStat (Reg. No. 4811519), MetStorm (Reg. No. 4883014), MetPortal (Reg. No. 5841451) and "Putting Weather into Perspective" (Reg. No. 4811520)
- 2. Unregistered Trademarks: MetStormLive (common law) and the following logos:



Schedule 1

4828-7548-1014.1

RECORDED: 03/03/2020

TRADEMARK REEL: 006881 FRAME: 0393