

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QuadWrangle, Inc.		11/01/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ruffalo Noel Levitz, LLC		
Street Address:	1025 Kirkwood Parkway SW		
City:	Cedar Rapids		
State/Country:	IOWA		
Postal Code:	52404		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4888039	QUADWRANGLE	
CORRESPONDENCE DATA			
Fax Number:	5152833108		
<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:	515-645-5502		
Email:	ptomail@nyemaster.com		
Correspondent Name:	Wendy K. Marsh		
Address Line 1:	700 Walnut Street, Suite 1600		
Address Line 4:	Des Moines, IOWA 50309		
ATTORNEY DOCKET NUMBER:	3007159-2012		
NAME OF SUBMITTER:	Wendy K. Marsh		
SIGNATURE:	/Wendy K. Marsh/		
DATE SIGNED:	07/22/2020		
Total Attachments: 6			
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OP \$40.00 4888039

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of November 1, 2019 (the "Effective Date"), is entered into by and between QuadWrangle, Inc., a Delaware corporation ("Assignor"), and Ruffalo Noel Levitz, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor is the owner of certain Intellectual Property (as defined below);

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (the "Purchase Agreement"), Assignor agreed to sell, convey, assign, transfer and deliver to Assignee all worldwide right, title and interest in, to and under the Assigned IP (as defined below) on the terms contained in the Purchase Agreement; and

WHEREAS, Assignor and Assignee now seek to consummate the sale, conveyance, assignment, transfer and delivery of the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Definitions.

(a) "Assignor Software" means all Software owned or purported to be owned by, or developed by or for, the Assignor.

(b) "Intellectual Property" means all right, title and interest in or relating to intellectual property in any jurisdiction throughout the world, including: (i) all patents and patent applications and all additions, reissues, divisionals, re-examinations, renewals, extensions, provisionals, substitutions, continuations and continuations-in-part thereof, and equivalent or similar rights in inventions and discoveries, including invention disclosures, and any term extension or other governmental action which provides rights beyond the original expiration date of any of the foregoing; (ii) all trade secrets, know-how, technologies, processes, techniques, protocols, methods, algorithms, compositions, architectures, designs, layouts, database rights, drawings, plans, specifications, ideas, research and development, and confidential information (including technical data, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals); (iii) all copyrights and other rights in works of authorship (whether or not copyrightable), including exclusive exploitation rights and moral rights, and all registrations, applications and renewals therefor and extensions and reversions thereof; (iv) all uniform resource locators, e-mail and other internet addresses and domain names and applications and registrations therefor; (v) all trade names, corporate names, logos, slogans, trade dress, trademarks, service marks, service names, brand names and all other indicia of origin (in each case whether or not registered), and all registrations, applications and

renewals therefor and all goodwill associated therewith (“Marks”); (vi) all Software; (vii) all other proprietary and intellectual property rights; and (viii) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

(c) “Software” means all: (i) computer programs, including any software implementations of algorithms, models and methodologies, whether in source code or object code; (ii) databases and compilations, including any data and collections of data, whether machine readable or otherwise; (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (iv) documentation, including user manuals and other training documentation, related to any of the foregoing.

2. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its successors and assigns its entire worldwide right, title and interest in, to and under all assets, rights and properties set forth on Schedule A hereto and all goodwill associated with or symbolized by any such assets, rights or properties, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and all rights to sue (including for damages and injunctive relief) for any past, present or future infringement, misappropriation, violation, dilution or other unauthorized use of any of the foregoing (all of the foregoing collectively, the “Assigned IP”).

3. Recordation. If applicable, Assignor and Assignee authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the Assigned IP and issue the patents, trademark registrations and copyright registrations from any pending applications included in the Assigned IP to Assignee upon issuance or registration.

4. Further Assurances. Upon reasonable request by Assignee at any time and from time to time after the Effective Date, Assignor covenants and agrees to execute additional documents and take other actions as may be necessary or desirable to record, perfect or memorialize the assignment of the Assigned IP set forth herein, and to vest in Assignee the same right, title and interest in, to and under the Assigned IP that Assignor may have, including assisting Assignee with prosecution, maintenance and enforcement of any of the Assigned IP. Assignor hereby irrevocably nominates, constitutes and appoints Assignee as the true and lawful attorney-in-fact of Assignor (with full power of substitution) effective as of the Effective Date, and hereby authorizes Assignee, in the name of and on behalf of Assignor, to execute, deliver, acknowledge, certify, file and record any document and to take any other action (on or at any time after the Effective Date) that Assignee may deem appropriate for the purpose of collecting, asserting, enforcing or perfecting any claim, right or interest of any kind that is included in or relates to any of the Assigned IP or otherwise carrying out or facilitating any of the transactions contemplated hereby. The power of attorney referred to in the preceding sentence is and shall be coupled with an interest and is and shall be irrevocable, and shall survive the dissolution or insolvency of Assignor.

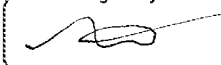
5. Miscellaneous. This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and the successors by operation of law and permitted assigns of the parties. It is understood that any finding of invalidity of the assignment of any particular Assigned IP as effected hereby shall not affect the assignment of any other Assigned IP. The construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by and construed in accordance with the internal Laws of the State of Delaware. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by Assignor and Assignee. The words “include”, “including” and variations thereof will be deemed to be followed by the words “without limitation”. This Assignment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same agreement. Such counterparts may be executed and delivered by electronic means and the receiving party may rely on the receipt of such document so executed and delivered as if an original had been received.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the Effective Date.

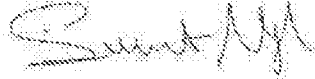
ASSIGNOR

QUADWRANGLE, INC.

By: 
 Name: Nicholas Zeckets
 Title: CEO

ASSIGNEE

RUFFALO NOEL LEVITZ, LLC



By: _____

Name: Sumit Nijhawan

Title: Chief Executive Officer and President

SCHEDULE A

ASSIGNED IP

All of the following owned or purported to be owned by the Assignor:

1. Assignor Software;
2. The name “QuadWrangle” and similar names (the “Assignor Names”) and all Marks containing or comprising, or associated with, any of the Assignor Names (or any portion of any of the Assignor Names), including any Mark confusingly similar to any of the Assignor Names (all of the foregoing, together with the Assignor Names, collectively, the “Assignor Marks”), including all goodwill associated with any of the Assignor Marks;
3. Websites;
4. Internet domain names and uniform resource locators, including: qhbeta.us; quadhub-alt.us; quadhub-demo.us; quadhub.us; quadhubqa.us; quadweb-demo.site; quadweb.site; quadwebqa-alt.com; quadwebqa.site; quadwrangle.co; quadwrangler.com; quadwrangle.info; quadwrangle.net; quadwrangle.org; qwd.email; qwdqa.email; and qwsales.site;
5. Digital assets associated with, or related to, any of the foregoing in (1), (3) or (4); and
6. Intellectual Property in, to or under any of the foregoing in (1), (2), (3), (4) or (5).

[SCHEDULE A]