

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM602757

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BizDNA.com, Inc.		10/12/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Ramani Sriram		
Doing Business As:	BizDNA		
Street Address:	40032 Catalina Place		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94539		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2770595	BIZDNA	
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:	3106861053		
Email:	Relani@Belouslaw.com		
Correspondent Name:	Relani Belous		
Address Line 1:	PO Box 40095		
Address Line 2:	Belous Law Corp		
Address Line 4:	Pasadena, CALIFORNIA 91114		
NAME OF SUBMITTER:	Relani Belous, Attorney of Record		
SIGNATURE:	/rbslous/		
DATE SIGNED:	10/13/2020		
Total Attachments: 4			
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OP \$40.00 2770595

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into this **12th day of October, 2020** (the "**Effective Date**") by and between **BizDNA.com, Inc.**, an entity that dissolved as California corporation, and had its principal place of business of 40032 Catalina Place Fremont, CA 94539 ("**Assignor**") and **Ramani Sriram d/b/a BizDNA**, located at 40032 Catalina Place Fremont, CA 94539 ("**Assignee**").

A. **WHEREAS**, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and service marks, including, the application filed and the registration granted by the United States Patent & Trademark Office ("USPTO"), as listed in attached Exhibit A using the prefix and/or word "BizDNA" (the "**Mark**");

B. **WHEREAS** Assignor is the newly formed legal entity created by the same as the founder as Assignee;

C. **WHEREAS** Assignee desires to acquire all of Assignor's right, title and interest, in and to the Mark together with all the goodwill of the Mark symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Mark to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Mark, together with the goodwill as symbolized by and vested in the Mark.

2. Assignor represents and warrants that:

(i) Assignor owns the entire right, title and interest in and to the Mark;

(ii) the registration for the Mark are currently valid and subsisting and in full force and effect with the USPTO;

(iii) Assignor has not licensed the Mark to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Mark to any other person or entity;

(iv) there are no liens or security interests or other encumbrances against the Mark;

(v) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and

(vi) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Certificate of Incorporation or bylaws.

3. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown on the attached Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Mark.


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4. After the Effective Date, Assignor agrees to and will not make or institute any further use of the Mark or any mark confusingly similar thereto (or attempt to register the same), anywhere in the universe, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Mark.

5. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any other agreement between the parties.

6. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

7. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in the attached Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of California. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts located in the State of California, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.


(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

(e) Assignee hereby agrees to abide by all the terms and conditions noted in that certain Cancellation Dismissal Agreement and related Consent to Register Agreement both by and between Assignor and Open Solutions LLC and both dated as of April 29, 2015.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

AGREED AND ACCEPTED:

BizDNA.com, Inc.


By: R Sriram (Oct 13, 2020 14:10 PDT)
Ramani Sriram
Title:

Ramani Sriram d/b/a BizDNA



x R Sriram (Oct 13, 2020 14:10 PDT)
Ramani Sriram
Principal and Authorized Signatory

EXHIBIT "A"
Mark

Trademark	Registration Number	Class(es)	Registration Date
BizDNA	2770595	009	10/07/2003

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EXHIBIT "B"
Assignment Form

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, BizDNA.com, Inc, a company dissolved in California which had its principal place of business at 40032 Catalina Place Fremont, CA 94539 ("**Assignor**") owns all the right, title and interest in and to the federal trademark applications of the mark(s) identified in Schedule A hereto (the "**Marks**"); and

WHEREAS, Ramani Sriram d/b/a BizDNA, a California entity, having its address at 40032 Catalina Place Fremont, CA 94539 ("**Assignee**"), desires to acquire all right, title and interest in and to the Mark, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Mark together with all goodwill of the same and symbolized thereby with all rights to sue and recover damages and/or profits for any past infringements.

October 12, 2020

BizDNA.com, Inc.

By: *R. Sriram*
R Sriram (Oct 13, 2020 14:10 PDT)

Name: Ramani Sriram

Title: CEO