

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEGV LP		11/10/2020	Limited Partnership: NEW ZEALAND
RECEIVING PARTY DATA			
Name:	ONIT, INC.		
Street Address:	1360 POST OAK BLVD		
Internal Address:	UNIT 2200		
City:	HOUSTON		
State/Country:	TEXAS		
Postal Code:	77056		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5906155	MCCARTHYFINCH	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Montrell McCaskill		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Road, N.E.		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	35166-138494		
NAME OF SUBMITTER:	Montrell McCaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	11/19/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered into as of November 10, 2020, and is made by MEGV LP, a New Zealand limited partnership (the “Assignor”), in favor of Onit, Inc., a Delaware corporation (the “Assignee”), pursuant to that certain Asset Sale Agreement, dated as of the date hereof, by and among the Assignor, the Assignee, and the other parties thereto (the “Asset Sale Agreement”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Sale Agreement.

WHEREAS, pursuant to the Asset Sale Agreement, the Assignor has agreed to sell, and the Assignee has agreed to purchase, the Vendor IP, including, but not limited to, the trademarks and trade names on Schedule A attached hereto (the “Trademarks”), the patent applications on Schedule B attached hereto (the “Patent Applications”), and the domain names on Schedule C attached hereto (the “Domain Names”, and together with the Trademarks and the Patent Applications, collectively the “Intellectual Property Assets”); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Trademarks and Patent Applications be made of record in the United States Patent and Trademark Office (where applicable), and the applicable state trademark and patent offices (where applicable), all foreign trademark and patent offices (where applicable) and any other governmental or administrative offices, as the case may be.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, all of the Assignor’s right, title and interest in and to all of the Assignor’s Trademarks, Patent Applications, Domain Names and other Vendor IP , including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Assignor’s business symbolized by the Trademarks, and the registrations and application therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to the Patent Applications, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Assignor’s business symbolized by the Patent Applications, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patent Applications, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(c) The Assignor hereby assigns, transfers, and delivers to the Assignee, all right, title, and interest in and to the Domain Names, together with all renewals and extensions thereof, and all goodwill of the business symbolized by the Domain Names and Assignee hereby accepts such assignment, transfer, and conveyance. In connection with the foregoing, Assignor hereby irrevocably authorizes GoDaddy to transfer the Domain Names to Assignee or to such nominee as Assignee may designate in writing to the Assignor on the date hereof.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to register the transfer of the assigned rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to do everything reasonably necessary (including executing documents) to give full effect to the terms of this Agreement and any transactions contemplated by it. The Assignor's obligations under this clause 2 do not extend to an obligation to assist in registering shall not require Assignor's assistance with the prosecution of any not yet registered applications to register any Intellectual Property Assets, or to participate in the defense of any in any defense to an opposition to registration or challenge to any registration of any such Intellectual Property Assets, unless such participation is otherwise required by applicable law.

3. Asset Sale Agreement. This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Sale Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Sale Agreement. In the event of any conflict or inconsistency between the terms of the Asset Sale Agreement and the terms hereof, the terms of the Asset Sale Agreement shall control.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

5. Delivery of Tangible Items. The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, which are in the possession or control of the Assignor.

6. Maintenance. The Assignor agrees that it has taken, and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take, all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNOR:

MEGV LP

By:

Name:

Title:

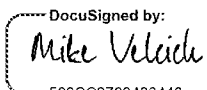

Jonathan Reid
Director

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first set forth above.

ASSIGNEE:


ONIT, INC.

By:  DocuSigned by:
Mike Velcich

688CC2789438448
Name: Mike Velcich
Title: Vice President

Schedule A

Trademarks

Trade marks				
Country	Mark	Number	Goods and Services	Status/Expiry
Australia	MCCARTHYFINCH	1900361	Class 9: Class 35: Class 42: Class 45:	Registered 15/01/2028
New Zealand	AUTHORDOCS	1129237	Class 9 Class 16 Class 35 Class 36 Class 41 Class 42 Class 45	Registered 3/09/2029
New Zealand		1129238	Class 9 Class 16 Class 35 Class 36 Class 41 Class 42 Class 45	Registered 3/09/2029
New Zealand	MCCARTHYFINCH; MCCARTHY FINCH	1067869	Class 9 Class 16 Class 35 Class 36 Class 41 Class 42 Class 45	Registered 30/05/2027
United Kingdom	MCCARTHYFINCH; MCCARTHY FINCH	3283196	Class 9: Class 35: Class 42: Class 45:	Registered 17/01/2028
USA	MCCARTHYFINCH	5906155	Class 9 Class 35 Class 42 Class 45	Registered 12/11/2029 (S8 year 6 declaration of use to be filed between 12 November 2024 and 12 November 2025)

Schedule B

Patent Applications

Application Number	Title	Application type
63042562	Seed-based Passage Type Classification	Provisional
63042561	Discourse Centrality based Open Domain Details Extraction and Enrichment System	Provisional
63040528	Method and System for Combining Machine Learning Classification and Named-Entity Recognition with an Expert System for Document Review	Provisional

Schedule C

Domain Names

Domains			
Domain	Registrant	Registrar	Expiry
mccarthyfinch.com	Registration Private	GoDaddy.com, LLC	28/02/2022
anonymisethiscontract.com	Registration Private	GoDaddy.com, LLC	25/05/2021
anonymizethiscontract.com	Registration Private	GoDaddy.com, LLC	25/05/2021
author.app	Registration Private	GoDaddy.com, LLC	7/05/2021
authorapprove.app	Registration Private	GoDaddy.com, LLC	21/01/2021
authorapprove.com	Registration Private	GoDaddy.com, LLC	20/06/2021
authorapproved.app	Registration Private	GoDaddy.com, LLC	19/02/2021
authorapps.io	Registration Private	GoDaddy.com, LLC	21/01/2021
authordocs.app	Registration Private	GoDaddy.com, LLC	21/01/2021
authordojo.app	Registration Private	GoDaddy.com, LLC	21/01/2021
authordojod.app	Registration Private	GoDaddy.com, LLC	19/02/2021
authorinsight.app	Registration Private	GoDaddy.com, LLC	21/01/2021
authorreview.app	Registration Private	GoDaddy.com, LLC	21/01/2021
authorreviewed.app	Registration Private	GoDaddy.com, LLC	19/02/2021
authorriage.app	Registration Private	GoDaddy.com, LLC	21/01/2021
authorriaged.app	Registration Private	GoDaddy.com, LLC	19/02/2021
checkthiscontract.com	Registration Private	GoDaddy.com, LLC	24/05/2021
comparethiscontract.com	Registration Private	GoDaddy.com, LLC	25/05/2021
contractanonymisation.com	Registration Private	GoDaddy.com, LLC	25/05/2021
contractanonymization.com	Registration Private	GoDaddy.com, LLC	25/05/2021
contractchecks.com	Registration Private	GoDaddy.com, LLC	24/05/2021
contractconversion.com	Registration Private	GoDaddy.com, LLC	25/05/2021
contractreviewonline.com	Registration Private	GoDaddy.com, LLC	24/05/2021
convertthiscontract.com	Registration Private	GoDaddy.com, LLC	25/05/2021
quickcontractchecker.com	Registration Private	GoDaddy.com, LLC	23/05/2021
quickcontractchecklist.com	Registration Private	GoDaddy.com, LLC	25/05/2021
quickcontractcomparison.com	Registration Private	GoDaddy.com, LLC	25/05/2021
quickcontractreview.com	Registration Private	GoDaddy.com, LLC	24/05/2021
readthiscontract.com	Registration Private	GoDaddy.com, LLC	26/05/2021
staging-author.com	Registration Private	GoDaddy.com, LLC	20/11/2020
staging-authorapprove.com	McCarthyFinch	GoDaddy.com, LLC	3/05/2021
staging-authorapps.com	McCarthyFinch	GoDaddy.com, LLC	3/05/2021
staging-authordocs.com	McCarthyFinch	GoDaddy.com, LLC	3/05/2021
staging-authordojo.com	McCarthyFinch	GoDaddy.com, LLC	3/05/2021
staging-authorinsight.com	McCarthyFinch	GoDaddy.com, LLC	3/05/2021
staging-authorreview.com	McCarthyFinch	GoDaddy.com, LLC	3/05/2021
staging-authorriage.com	McCarthyFinch	GoDaddy.com, LLC	3/05/2021
yourcontractchecklist.com	Registration Private	GoDaddy.com, LLC	25/05/2021