TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM617358

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Assetpoint Services, LLC		12/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	IntraFi Network LLC	
Street Address:	1300 17th Street North	
Internal Address:	Suite 1800	
City:	Arlington	
State/Country:	VIRGINIA	
Postal Code:	22209	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	88879959	INTRAFI
Serial Number:	90021291	INTRAFI NETWORK

CORRESPONDENCE DATA

Fax Number: 2022891330

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: 2022981313

Email: joe.lewis@btlaw.com Joseph D. Lewis **Correspondent Name:**

1717 Pennsylvania Avenue, NW Address Line 1:

Address Line 2: Suite 500

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	32819-Intrafi
NAME OF SUBMITTER:	Joseph D. Lewis
SIGNATURE:	/ Joseph D. Lewis /
DATE SIGNED:	12/29/2020

Total Attachments: 3

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SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT AGREEMENT ("Service Mark Assignment"), effective as of December 23, 2020, is made by Assetpoint Services, LLC, a Delaware limited liability company, having an address at 1300 17th Street North, Suite 1800, Arlington, VA 22209 ("Assignor") in favor of IntraFi Network LLC, a Delaware limited liability company, having a place of business at 1300 17th Street North, Suite 1800, Arlington, VA 22209 ("Assignee"). Assignor and Assignee are collectively referred to as the "Parties" and individually as a "Party."

RECITALS

- A. The Assignor has adopted and used, and is the owner of the service marks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");
- B. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee; and
- C. The Assignee desires to acquire all right, title and interest in and to the Marks.

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally sells, conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the service marks set forth on Schedule A hereto;
 - (b) all common law rights appurtenant to the Marks;
 - (c) the goodwill of the business associated with the Marks and symbolized thereby;
 - (d) all service mark registrations and applications pertaining to the Marks whether in in the United States Patent and Trademark Office or elsewhere, and all extensions and renewals thereto, including but not limited to the applications set forth in Schedule A hereto;
 - (e) all rights in the Marks of any kind whatsoever of Assignor accruing or provided by applicable laws of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and

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claims for damages, royalties, fees, profits, or other relief, including equitable, injunctive relief or restitution, for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record this Service Mark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions as may be necessary to effect, evidence, or perfect the assignment of the Marks to Assignee, or any successor thereto, and shall provide cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including but not limited to the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents.
- Counterparts. A signed copy of this Service Mark 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 Service Mark Assignment.
- 4. <u>Successors and Assigns</u>. This Service Mark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Service Mark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Service Mark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

Assetpoint Services, LLC

[Assignor]

Name: John Couric

Title: Chief Financial Officer

IntraFi Network LLC

[Assignce]

Name: Douglas E. Phillips

Dows. Pli

Title: Senior Vice President & General Counsel

Schedule A Assigned Service Marks

Service Mark Applications

	Mark	Application Number	Application Dates	
IntraFi		88/879959	04/20/2020	
	IntraFi Network Logo	90/021291	06/25/2020	
	IntraFi Network			

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RECORDED: 12/30/2020