

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTRADO INTERACTIVE SERVICES CORPORATION		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CX360, INC.		
Street Address:	11808 MIRACLE HILLS DRIVE		
City:	OMAHA		
State/Country:	NEBRASKA		
Postal Code:	68154		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2323521	HVCA	
Registration Number:	3044065	AVOKE	
Registration Number:	3097168	AVOKE	
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>			
Email:	schopra@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	SHRUTI CHOPRA		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	022117-00011		
NAME OF SUBMITTER:	Shruti Chopra		
SIGNATURE:	/Shruti Chopra/		
DATE SIGNED:	01/04/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated effective as of December 31, 2020, is by and between Intrado Interactive Services Corporation ("Assignor") and CX360, Inc. ("Assignee"). Assignee and Assignor are referred to herein individually as a "Party" and collectively, as the "Parties". All capitalized terms used but not defined herein shall have the respective meanings specified in, or incorporated by reference into the Agreement (defined below).

RECITALS:

WHEREAS, Assignor and Assignee have entered into that certain Contribution and Distribution Agreement dated as of December 31, 2020 (the "Agreement") whereby Assignor has agreed to convey the CX Assets to Assignee and Assignee has agreed to acquire the CX Assets from Assignor;

WHEREAS, pursuant to the foregoing, Assignor desires to convey, transfer, assign and deliver to Assignee, and Assignee desires to accept from Assignor, all of Assignor's right, title and interest in and to the trademark registrations and applications listed on Exhibit A hereto (the "Assigned Trademarks").

WHEREAS, Assignee desires Assignor to enter into this Assignment so that Assignee may record with the United States Patent and Trademark Office, and other applicable governmental authorities and other registrars the transfer and assignment of the Assigned Trademarks by Assignor to Assignee.

NOW, THEREFORE, for valuable consideration, including without limitation the consideration received by Assignor under the Agreement, the receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Grant of Assignment. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee, and its successors and assigns, all of its right, title and interest, of whatever kind, throughout the world, in and to the Assigned Trademarks and all goodwill associated with any of the Assigned Trademarks. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademarks.
2. Rights. The foregoing assignment includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, (c) all rights to sue for past, present or future infringement, misappropriation or other violation of the Assigned Trademarks and all rights to recover damages or lost profits in connection therewith, and (d) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
3. Further Assurances. Assignor will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by Assignee to vest, secure, and perfect, the rights and interests of Assignee in and to the Assigned Trademarks assigned herein.
4. Binding Effect. This Assignment inures to the benefit of and is binding upon Assignee and Assignor and their respective heirs, successors and permitted assigns. Assignor agrees that this Assignment and any of its rights, interests or obligations hereunder shall not be assigned, directly or indirectly, including without limitation, by operation of law, without the prior written consent of Assignee. Assignee may freely assign this Assignment and any of its rights, interests or obligations hereunder.

5. Conflict With Agreement. This Assignment is executed and delivered pursuant to the Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern, supersede and prevail.
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument.
7. Electronic Signatures. A signature to this Assignment delivered by email or other electronic means will be deemed valid.
8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to the choice-of-law or conflicts of law principles that would result in the application of the laws of a different jurisdiction.
9. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by Assignor, on the one hand, and Assignee, on the other hand.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the date first written above.

ASSIGNOR:

Intrado Interactive Services Corporation

DocuSigned by:
Louis Brucculeri
By: _____
Name: Louis Brucculeri
Title: Executive Vice President,
Secretary and General Counsel

ASSIGNEE:

CX360, Inc.

DocuSigned by:
Louis Brucculeri
By: _____
Name: Louis Brucculeri
Title: Executive Vice President,
Secretary and General Counsel

[Signature Page to the Trademark Assignment Agreement]

EXHIBIT A

ASSIGNED TRADEMARKS

US Registered Trademarks

Registration No.	Mark
3,097,168	AVOKE
3,044,065	AVOKE
2,323,521	HVCA