

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM633201

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AI Insight Inc.		01/22/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Institutional Capital Network, Inc.		
<b>Street Address:</b>	60 E 42nd St.		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10165		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4481615	AI INSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2152799389		
<b>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	Jordan A. LaVine		
<b>Address Line 1:</b>	100 Front Street, Suite 100		
<b>Address Line 4:</b>	Conshohocken, PENNSYLVANIA 19428		
<b>NAME OF SUBMITTER:</b>	Jordan LaVine		
<b>SIGNATURE:</b>	/jordan lavine/		
<b>DATE SIGNED:</b>	03/19/2021		
<b>Total Attachments: 4</b>			
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OP \$40.00 4481615

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”), effective as of January 22, 2021 (the “*Effective Date*”) is entered into by and between Institutional Capital Network, Inc., a Delaware corporation (“*Assignee*”) and AI Insight Inc., a Delaware corporation (“*Assignor*”), pursuant to that certain Asset Purchase Agreement, dated as of January 15, 2021, by and among Assignor, Sherri Cooke, Jennifer Simon, and Assignee (the “*Purchase Agreement*”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

### RECITALS

A. In connection with the Purchase Agreement, Assignor has agreed to assign to Assignee all right, title and interest in and to the registered trademark, including the associated registrations, listed on the attached Exhibit A (the “*Trademark*”).

B. Assignee desires to obtain all right, title and interest in the Trademark according to the terms of this Assignment and the Purchase Agreement.

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

1. Assignment. Assignor hereby sells, assigns and transfers to Assignee, its successors, assigns, as of the Effective Date, the entire right, title and interest in and to the Trademark, the goodwill of the business symbolized by the Trademark, the registration for the Trademark, and the right to sue for, settle or release any past, present or future infringement of the Trademark.

2. Recordation and Further Actions. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same

agreement. A signed copy of this 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 Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

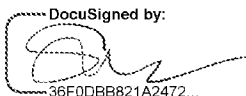
6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNOR:**

AI INSIGHT INC.

By:  \_\_\_\_\_  
Name: Sherri L. Cooke  
Title: President/CEO

**ASSIGNEE:**

INSTITUTIONAL CAPITAL NETWORK, INC.


By:  \_\_\_\_\_  
Name: Stephen Jacobs  
Title: General Counsel

Exhibit A  
**TRADEMARK**

“AI INSIGHT” (U.S. Reg. No. 4,481,615)