

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM659320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MindTouch, Inc.		06/30/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	InContact, Inc.		
Street Address:	75 West Towne Ridge Parkway		
City:	Sandy		
State/Country:	UTAH		
Postal Code:	84070		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3166306	MINDTOUCH	
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:	303-473-2735		
Email:	docket@hollandhart.com, ljheld@hollandhart.com		
Correspondent Name:	Amy J. Tindell, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	107657.0001		
NAME OF SUBMITTER:	Amy J. Tindell		
SIGNATURE:	/Amy J. Tindell/		
DATE SIGNED:	07/12/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of June 30, 2021, is made by MindTouch, Inc. ("Assignor"), a Delaware corporation, located at 101 W Broadway, Suite 1500, San Diego, CA 92101, in favor of inContact, Inc. ("Assignee"), a Delaware corporation, located at 75 West Towne Ridge Parkway, Sandy, Utah 84070, in connection with an Agreement and Plan of Merger by and between the parties hereto dated as of even date herewith (the "Merger Agreement"), whereby Assignor shall merge with and into the Assignee (the "Merger").

WHEREAS, by virtue of the Merger, Assignee shall succeed, without any further action on the part of either Assignor or Assignee, to all of the assets, rights, powers and property (real or personal) of Assignor, including the Owned IP (as defined in the Agreement and Plan of Merger, dated April 13, 2021, by and among Assignor, Assignee, Mojo Merger Sub Inc. and Shareholder Representative Services LLC);

WHEREAS, in connection with the Merger, Assignee and Assignor desire to enter into this IP Assignment for the express purpose of confirming that, by virtue of the Merger and without any further action on the part of either Assignor or Assignee, ownership of all right, title, and interest in the Assigned IP (as defined below) shall transfer by operation of law to Assignee; and

WHEREAS, Assignee and Assignor further acknowledge and agree that this IP Assignment be recorded with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any and all jurisdictions Assignee deems reasonable and necessary to evidence the transfer by operation of law of the Assigned IP to Assignee.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns by operation of law to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Owned IP, including, but not limited to the following (the "Assigned IP"):

1.1 the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");

1.2 the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

1.3 the copyright registrations, applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "Copyrights");

1.4 all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

1.5 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

1.6 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 claims for damages, restitution, and injunctive and other legal and equitable relief 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 Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, the parties hereto acknowledge and agree that Assignee and its legal representatives shall be entitled to take such steps and actions, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment by operation of law of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Merger Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into in connection with the Merger Agreement. The representations, warranties, covenants, and agreements contained in the Merger 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 Merger Agreement and the terms hereof, the terms of the Merger Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP 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 IP Assignment.

5. Successors and Assigns. This IP 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 IP 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 IP 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).

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(Signature Pages Follow)

AGREED TO AND ACCEPTED:

inContact, Inc., a Delaware corporation

By: Paul Jarman

Name: Paul Jarman

Title: Chief Executive Officer

Address for Notice:
75 West Towne Ridge Parkway,
Sandy, Utah 84070

ACKNOWLEDGMENT

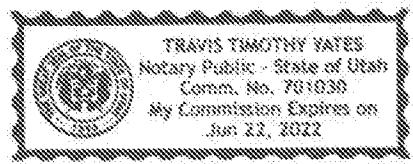
STATE OF UT)
) ss.
COUNTY OF Salt Lake)

On the 26 day of June, 2021, before me personally appeared Paul Jarman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Chief Executive Officer of inContact, Inc., a Delaware corporation, and acknowledged the instrument to be his free act and deed/the free act and deed of inContact, Inc. for the uses and purposes mentioned in the instrument.

Travis Yates
Notary Public

Name: Travis Yates

My Commission Expires: June 22, 2022



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents:

Title	Jurisdiction	Patent Number	Issue Date
LIVE EDITING AND PUBLISHING OF DOCUMENTS WITHIN A CONTENT MANAGEMENT SYSTEM USING A HYBRID DRAFT AUTHORIZATION WORKFLOW	United States Patent and Trademark Office	U.S. Patent No. 9,864,876	January 1, 2018

Patent Applications:

Title	Jurisdiction	Application / Publication Number	Filing Date
LIVE EDITING AND PUBLISHING OF DOCUMENTS WITHIN A CONTENT MANAGEMENT SYSTEM USING A HYBRID DRAFT EDITOR	United States Patent and Trademark Office	U.S. Provisional Patent Application No. 62/311,409	March 22, 2016

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations:

Mark	Jurisdiction	Registration Number	Registration Date
MINDTOUCH	United States Patent and Trademark Office	US Registration No. 3166306	October 31, 2006
MINDTOUCH	United Kingdom Intellectual Property Office	UK Registration No. 904451886	June 14, 2006
MINDTOUCH	European Union Intellectual Property Office	EU Registration No. 004451886	June 14, 2006

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations:

Title	Jurisdiction	Registration Number	Registration Date
Sgml Reader 1.8.0	U.S. Copyright Office	TX 7-373-650	May 9, 2011
Sgml Reader 1.8.4	U.S. Copyright Office	TX 7-373-656	May 9, 2011
Sgml Reader 1.8.7	U.S. Copyright Office	TX 7-373-639	May 9, 2011