

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ruffalo Noel Levitz, LLC		08/24/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Infobase Holdings, Inc.		
Street Address:	132 W 31st St., 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4796303	PURPLE BRIEFCASE	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Greta D. Feldman of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Greta D. Feldman of Hogan Lovells US LLP		
SIGNATURE:	/Greta D. Feldman/		
DATE SIGNED:	08/25/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, effective as of August 24, 2021 (“Effective Date”) (this “Assignment”), is entered into by and between Ruffalo Noel Levitz, LLC, a Delaware limited liability company (“Assignor”), and Infobase Holdings, Inc., a Delaware corporation (“Assignee”). Assignor and Assignee are each a “Party”, and together, the “Parties”.

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all of its right, title and interest in, to and under the trademark registration listed in Exhibit A (the “Transferred Mark”), and all goodwill of the businesses in which the foregoing are used and all goodwill connected with the use of and symbolized by the foregoing;

WHEREAS, Assignor and Assignee now desire to execute and deliver this Assignment evidencing and effecting the sale, transfer, assignment, conveyance and delivery to the Assignee of the Assignor’s right, title and interest in, to and under the Transferred Mark, and all goodwill connected with the use of and symbolized by the foregoing.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Assignment**. Effective as of the Effective Date, Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor’s worldwide right, title and interest in, to and under the Transferred Mark along with all goodwill connected with the use of and symbolized by the foregoing, including, without limitation, (a) the rights to all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, the Transferred Mark, including, without limitation, all rights to sue for and recover and retain damages and obtain equitable relief for present, past and future infringement (before or after issuance), misappropriation, dilution or other violation of any of the rights assigned hereby and that may have accrued prior to the date of this Assignment, or may accrue after the date of this Assignment; and (b) the right to prosecute, register, maintain and defend the Transferred Mark before any public or private agency, office or registrar.
2. **Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any other jurisdiction or organization whose duty is to issue any applicable intellectual property or any legal equivalent thereof, to record and register the Assignee as the assignee and owner of all of Assignors’ right, title and interest in, to and under the Transferred Mark.
3. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on their behalf as of the Effective Date.

ASSIGNOR:

RUFFALO NOEL LEVITZ, LLC

By: *Sumit Nijhawan*
Sumit Nijhawan (Aug 28, 2021 1:52:03 PM)
Name: Sumit Nijhawan
Title: CEO and President

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007402 FRAME: 0957

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed on their behalf as of the Effective Date.

ASSIGNEE

INFOBASE HOLDINGS, INC.

By:  _____

Name: Paul Skordilis

Title: President and CEO

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007402 FRAME: 0958

EXHIBIT A

TRANSFERRED MARK

MARK NAME	CURRENT OWNER	CURRENT APPLICATION DATE	CURRENT REGISTRATION DATE	CURRENT REGISTRATION NUMBER
PURPLE BRIEFCASE (Stylized/Design)	Ruffalo Noel Levitz, LLC	05/06/2014	08/18/2015	4,796,303

[Exhibit A to Trademark Assignment Agreement]