

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM694974

<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>
RELATIONSHIP SCIENCE LLC		05/21/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE DEAL, L.L.C.		
<b>Street Address:</b>	1120 AVENUE OF THE AMERICAS		
<b>Internal Address:</b>	HIPPODROME		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4373405	RELSCI	
<b>Registration Number:</b>	4373406	RELATIONSHIP SCIENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124684888		
<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>	2124684800		
<b>Email:</b>	jkatz@dglaw.com, jharris@dglaw.com, tsuhay@dglaw.com		
<b>Correspondent Name:</b>	Jeffrey C. Katz, Davis & Gilbert LLP		
<b>Address Line 1:</b>	1675 Broadway		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	27136-10-000		
<b>NAME OF SUBMITTER:</b>	Jeffrey C. Katz		
<b>SIGNATURE:</b>	/Jeffrey C. Katz/		
<b>DATE SIGNED:</b>	12/15/2021		
<b>Total Attachments: 7</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement and the schedules and exhibits attached hereto (this “Assignment”), dated May 21, 2021 (the “Effective Date”), is made by and among Relationship Science LLC, a Delaware limited liability company (“Seller”), Relationship Science India Private Limited, an Indian private limited company (“India Purchased Company”, and together with Seller, “Assignors”), and The Deal, L.L.C., a Delaware limited liability company (“Buyer”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and between Seller and Buyer.

**WHEREAS**, in accordance with the terms of the Purchase Agreement, Buyer is purchasing and assuming from Seller certain assets and liabilities (the “Transaction”), including all Intellectual Property Assets;

**WHEREAS**, as an express condition to consummate the Transaction, Buyer has required the execution and delivery of this Assignment by Assignors; and

**WHEREAS**, the Intellectual Property Assets include, without limitation, the Trademarks and related goodwill identified in Schedule A, the Patents identified in Schedule B, the Copyrights identified in Schedule C, the Software and other works of authorship identified in Schedule D, the domain names identified in Schedule E to this Assignment (the “Domain Names”), and all other Intellectual Property owned by or licensed to Seller or India Purchased Company and used in or necessary for the conduct of the Business as currently conducted.

**NOW THEREFORE**, in consideration of the foregoing and the respective representations, warranties, covenants, agreements, and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby irrevocably sell, assign, transfer, and convey to Buyer, its successors and assigns, all right, title, and interest in and to all of the Intellectual Property Assets, including, without limitation, the right to claim priority rights deriving from any Intellectual Property Asset and the right to sue for, settle and release past, present and future infringement of any Intellectual Property Asset.

2. Further Assurances. Assignors will, in consideration of the Purchase Price, promptly execute and deliver to Buyer any documents necessary to complete the timely transfer, assignment and perfection of the Intellectual Property Assets to Buyer. In addition, Assignors will testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything reasonably requested by Buyer to aid Buyer, its successors, assigns, and nominees to obtain and enforce proper protection for the Intellectual Property Assets in all countries, and asserts that it will not execute any agreements inconsistent therewith. Without limiting the foregoing, Assignors hereby irrevocably designate and appoint Buyer and its duly authorized officers and agents as Assignors’ agent and attorney-in-fact to act for and on its behalf and instead of Assignors, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such Intellectual Property Assets and improvements thereto with the same legal force and effect as if executed by Assignors.

3. Domain Names. As part of the Purchase Price, Assignors will promptly and properly complete and submit, to their registrar for the Domain Names, any and all instructions necessary to transfer ownership as registrant of the Domain Names to Buyer. Assignors will, at Seller’s expense, promptly execute and deliver all necessary documents and take any action reasonably requested by Buyer necessary to carry out the intentions of this Assignment.

4. Sellers’ Cessation of Use of the Intellectual Property Assets. Commencing on the Effective Date, Assignors will: (i) provide to Buyer all existing documentation in Assignors’ possession necessary to fully produce and exploit all trade secrets and other confidential information that relates to the Intellectual Property Assets; (ii) except as otherwise agreed in the Purchase Agreement, following such transfer, destroy all remaining copies of all printed or electronic media in Assignors’ possession relating to such documentation,

trade secrets and confidential information; and (iii) cease all use and development of, and forever refrain from using in any manner, the trade secrets and any confidential information included in the Intellectual Property Assets.

5. Waiver of Moral Rights. Assignors hereby irrevocably waive (and to the fullest extent permitted by law, causes all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Intellectual Property Assets and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

6. Irrevocable and Binding Assignment. Assignors acknowledge that this Assignment is irrevocable and binding on Assignors' successors and assigns. Assignors do not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Buyer's exercise of any of the rights granted herein; or (c) enjoin, restrain, or otherwise hinder, by court order or otherwise, the use, sale, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the Intellectual Property Assets and any derivative works thereof.

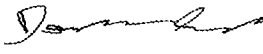
7. Governing Law. This Assignment and all disputes and controversies arising hereunder will be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together constitute one and the same instrument. This Assignment may be (a) transmitted for reproduction and execution by any means now known or hereafter devised, including facsimile or electronic file transmission, and (b) converted from its original software program to another and/or printed on different paper formats or in different fonts, any or all of which may result in variations to the pagination and appearance of the counterpart versions of this Assignment. The execution and delivery of counterparts of this Assignment, by facsimile, by electronic file transmission or by original manual signature, regardless of the means or any variation in pagination or appearance, shall be binding upon the parties hereto. Any party hereto delivering an executed counterpart of this Assignment by facsimile or by electronic file transmission shall also deliver a manually executed counterpart of this Assignment to the other parties hereto, but failure to do so shall not affect the validity, enforceability or binding effect of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

**RELATIONSHIP SCIENCE LLC**

By:   
\_\_\_\_\_  
Name: Domenic Graziosi  
Title: Chief Executive Officer

**RELATIONSHIP SCIENCE INDIA PRIVATE LIMITED**

By: \_\_\_\_\_  
Name: Ramasubramanian Naranamalpuram Srinivasan  
Title: Director

**THE DEAL, L.L.C.**

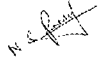
By: \_\_\_\_\_  
Name:  
Title:

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**RELATIONSHIP SCIENCE LLC**

By: \_\_\_\_\_  
Name: Domenic Graziosi  
Title: Chief Executive Officer

**RELATIONSHIP SCIENCE INDIA PRIVATE LIMITED**

By:  \_\_\_\_\_  
Name: Ramasubramanian Naranamalpuram Srinivasan  
Title: Director

**THE DEAL, L.L.C.**

By: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed as of the date first written above.

**RELATIONSHIP SCIENCE LLC**

By: \_\_\_\_\_  
Name: Domenic Graziosi  
Title: Chief Executive Officer

**RELATIONSHIP SCIENCE INDIA PRIVATE LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

**THE DEAL, L.L.C.**

By: \_\_\_\_\_  
Name: Tim Bratton  
Title: Authorized Signatory

DocuSigned by:  
*Tim Bratton*  
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**Schedule A  
Trademarks**

Classification	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date
RELSCI	USPTO	Registered	RELATIONSHIP SCIENCE LLC DELAWARE LIMITED LIABILITY CO. 5 PENNSYLVANIA PLAZA, 15TH FLOOR NEW YORK, NEW YORK, 10001	App 85597050	App 13-APR- 2012	Reg 4373405	Reg 23-JUL-2013
RELATIONSHIP SCIENCE	USPTO	Registered	RELATIONSHIP SCIENCE LLC DELAWARE LIMITED LIABILITY CO. 5 PENNSYLVANIA PLAZA, 15TH FLOOR NEW YORK, NEW YORK, 10001	App 85597061	App 13-APR- 2012	Reg 4373406	Reg 23-JUL-2013
RELSCI	EU trade marks	Registered	Relationship Science LLC 622 Third Avenue, 11th Floor, New York, New York, 10017 UNITED STATES OF AMERICA	App 11066991	App 24-JUL- 2012	Reg 11066991	Reg 11-JUN-2013
RELSCI	United Kingdom - Cloned from EU Registration	Registered	Relationship Science LLC 622 Third Avenue, 11th Floor, New York, New York, 10017 UNITED STATES OF AMERICA	App UK00911066991	App 24-JUL- 2012	Reg UK00911066991	Reg 11-JUN-2013
RELATIONSHIP SCIENCE	EU trade marks	Registered	Relationship Science LLC 622 Third Avenue, 11th Floor, New York, New York, 10017 UNITED STATES OF AMERICA	App 11067105	App 24-JUL- 2012	Reg 11067105	Reg 20-JUN-2013
RELATIONSHIP SCIENCE	United Kingdom - Cloned from EU Registration	Registered	Relationship Science LLC 622 Third Avenue, 11th Floor, New York, New York, 10017 UNITED STATES OF AMERICA	App UK00911067105	App 24-JUL- 2012	Reg UK00911067105	Reg 20-JUN-2013
MINE	USPTO	Abandoned Intent to Use	RELATIONSHIP SCIENCE LLC DELAWARE LIMITED LIABILITY CO. 909 THIRD AVENUE, 18TH FLOOR NEW YORK, NEW YORK, 10022	App 86395994	App 16-SEP- 2014		



Character	Country	Status	Registrant	Application Number	Application Date	Registration Number	Registration Date
THERE'S ALWAYS A WAY	USPTO	Abandoned Intent to Use	RELATIONSHIP SCIENCE, LLC DELAWARE LIMITED LIABILITY CO. 622 THIRD AVENUE, 11TH FLOOR NEW YORK, NEW YORK, 10018	App 86007472	App 11-JUL- 2013		