

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Noragh Analytics, Inc		02/07/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ankura Consulting Group, LLC		
Street Address:	485 Lexington Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90003778	NORAGH'S OTTER ANALYTICS	
Registration Number:	4824955	NORAGH DATA SOLUTIONS	
Registration Number:	4815929	NORAGH ANALYTICS	
Registration Number:	4824954	GET LEFT OF "X"	
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:	312-212-8676		
Email:	tmdocketing@jayaramlaw.com		
Correspondent Name:	Wendy Heilbut		
Address Line 1:	Jayaram Law Group, Ltd.		
Address Line 2:	125 South Clark Street, Suite 1175		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Wendy Heilbut		
SIGNATURE:	/Wendy Heilbut/		
DATE SIGNED:	02/16/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made as of February 7, 2022 by and between NORAGH ANALYTICS, INC., a corporation organized and existing under the laws of the state of Delaware and having an address at 7080 Balmoral Forest Road, Clifton, VA 20124 (“**Assignor**”), and ANKURA CONSULTING GROUP, LLC, a limited liability company organized and existing under the laws of the state of Delaware and having an address at 485 Lexington Avenue, 10th Floor, New York, New York 10017 (“**Assignee**”, together with Assignor, the “**Parties**”). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the APA (as defined below).

WHEREAS, Assignor is the owner of all right, title and interest in and to the Assigned Trademarks (as defined herein); and

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between the Parties, dated as of the date hereof (the “**APA**”), Assignor has sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee has purchased, all Intellectual Property Rights of Assignor, including the Assigned Trademarks (as defined herein) and has agreed to execute and deliver this Agreement for recordation with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign and deliver to Assignee, and Assignee does hereby acquire and accept, all of Assignor’s right, title and interest in and to the following (cumulatively, the “**Assigned Trademarks**”):
 - a. all Trademarks included in the Purchased Assets, including the Trademark registrations and applications set forth below, and all goodwill associated therewith and all issuances, extensions and renewals thereof;

Trademark	Jurisdiction	App. No. Reg. No.	App. Date Reg. Date	Status
NORAGH’S OTTER ANALYTICS	United States	90003778	6/16/2020	Pending - Allowed
NORAGH DATA SOLUTIONS	United States	86331048 4824955	7/8/2014 10/6/2015	Registered

Trademark	Jurisdiction	App. No. Reg. No.	App. Date Reg. Date	Status
NORAGH ANALYTICS	United States	86331027 4815929	7/8/2014 9/22/2015	Registered
GET LEFT OF "X"	United States	86331003 4824954	7/8/2014 10/6/2015	Registered

- b. any and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by treaties, conventions and all other Applicable Law in any jurisdiction and otherwise throughout the world;
 - c. any and all rights to apply for, obtain, prosecute (including all rights to claim priority to), register, maintain and defend any of the foregoing;
 - d. 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
 - e. 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, misappropriation, violation, misuse, breach, or default with respect to any of the foregoing, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Further Assurances. Assignor shall sign all necessary papers and do all lawful acts reasonably requested to effect the terms of this Agreement, without further compensation, but at the expense of Assignee. Assignor does hereby authorize and request the Trademarks registrar or other applicable officials or agencies in each applicable country to record Assignee as assignee and owner of the entire right, title and interest in and to the Assigned Trademarks.

3. Terms of the APA. The Parties acknowledge and agree that this Agreement is entered into in compliance with Section 10 of the Trademark Act of 1946 and pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The terms contained in the APA 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 APA and the terms hereof, the terms of the APA shall govern.
4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

ANKURA CONSULTING GROUP, LLC

By: *Kevin Lavin*

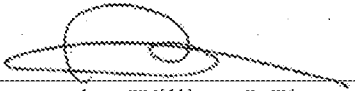
Name: Kevin Lavin

Title: Chief Executive Officer

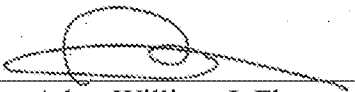
[Signature page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

NORAGH ANALYTICS, INC.

By: 
Name: Adm. William J. Flanagan, Jr.
Title: Chairman of the Board
Address: 7080 Balmoral Forest Road
Clifton, VA 20124
Email: wflanagan@caledonia.us.com
Telephone: 202-360-9391

NORAGH DATA SOLUTIONS, INC.

By: 
Name: Adm. William J. Flanagan, Jr.
Title: Chairman of the Board
Address: 7080 Balmoral Forest Road
Clifton, VA 20124
Email: wflanagan@caledonia.us.com
Telephone: 202-360-9391

{Signature page to Trademark Assignment Agreement}