

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM852133

<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>
DTN, LLC		06/15/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RESEARCH TRIANGLE INSTITUTE		
<b>Street Address:</b>	3040 Cornwallis Rd.		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27709		
<b>Entity Type:</b>	Non-Profit Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5841451	METPORTAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6509892131		
<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>	6503906449		
<b>Email:</b>	docketing@trademarkia.com		
<b>Correspondent Name:</b>	Michael Markos		
<b>Address Line 1:</b>	446 E Southern Ave		
<b>Address Line 4:</b>	Tempe, ARIZONA 85282		
<b>ATTORNEY DOCKET NUMBER:</b>	2041660		
<b>NAME OF SUBMITTER:</b>	Michael Markos		
<b>SIGNATURE:</b>	/Michael Markos/		
<b>DATE SIGNED:</b>	11/07/2023		
<b>Total Attachments: 3</b>			
source=23T009-US - Fully Executed Trademark Assignment for MetPortal (1)#page1.tif			
source=23T009-US - Fully Executed Trademark Assignment for MetPortal (1)#page2.tif			
source=23T009-US - Fully Executed Trademark Assignment for MetPortal (1)#page3.tif			

CH \$40.00 5841451

## Trademark Assignment

THIS 'TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of the Closing Date, is by and between RESEARCH TRIANGLE INSTITUTE, a North Carolina Non-Profit Corporation ("Assignee"), and DTN, LLC, a Delaware limited liability company ("Assignor"), pursuant and subject to that certain Asset Purchase Agreement, dated as of June 15, 2023, by and among Assignee, Assignor and the Owner identified therein (the "Purchase Agreement") Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of the Seller Owned Intellectual Property, including but not limited to the trademarks identified in Schedule 1 attached hereto; and

WHEREAS, Assignor has agreed to assign, sell, transfer, and convey and Assignee has agreed to acquire, all of Assignor's right, title, and interest in and to the trademark identified in Schedule 1 attached hereto, as more fully set forth below.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Sale, Transfer and Assignment of Trademarks.** Assignor does hereby assign, sell, transfer, and convey to Assignee, its successors and permitted assigns, all of Assignor's right, title, and interest in and to the trademark identified in Schedule 1 attached hereto, including all logo designs relating thereto, all registrations and pending applications relating thereto, and all goodwill of the business associated with such trademark.
- 2. Binding Instrument.** This Trademark Assignment shall be binding upon and inure to the benefit of the parties to the Purchase Agreement and their respective successors and permitted assigns. All representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement, or any other Transaction Document shall survive the execution and delivery of this Trademark Assignment and shall continue in full force and effect, in each case, as and to the extent provided in such Transaction Document. Assignee acknowledges that Assignor makes no representation or warranty with respect to the trademark being assigned hereby except as specifically set forth in the Purchase Agreement. If there is any conflict between the terms and provisions of this Trademark Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall control.
- 3. Counterparts; Electronic Transmission.** This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, constitute one and the same instrument. Signatures hereto may be delivered by facsimile or electronic (.pdf) transmission, each of which shall be deemed originals.
- 4. Governing Law.** This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of North Carolina without giving effect to its conflict of laws principles.

5. *Amendment.* This Trademark Assignment may not be modified or amended without the prior written consent of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment effective as of the Closing Date.

BUYER:

RESEARCH TRIANGLE INSTITUTE

By: Dean T. Woodward

Name: Dean T. Woodward

Title: Assistant Vice President, IP & Licensing

SELLER:

DTN, LLC

By: DocuSigned by:  
Doug Bennett

Name: Doug Bennett

Title: Chief operating officer

**Schedule 1**

**Trademark**

**METPORTAL**

**Reg. No. 5,841,451**

**Registered Aug. 20, 2019**

**Int. Cl.: 42 Service Mark**

**Supplemental Register**

**CLASS 42: Providing internet website portals for use by others to obtain hydrometeorological data, analytics, maps, and information.**

**FIRST USE 8-22-2018; IN COMMERCE 8-22-2018**

**THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR**