

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391994

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Evidera, Inc.		07/18/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Evalytica, Inc.		
Street Address:	7101 Wisconsin Avenue		
Internal Address:	Suite 1400; c/o Evidera, Inc.		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86696421	EVALYTICA	
Serial Number:	86696394	EVALYTICA	
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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	4747 Executive Dr		
Address Line 2:	12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	95042.00001		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	07/19/2016		
Total Attachments: 3			
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source=IP Assignment Agreement (Exhibit C)#page3.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), effective the July 18, 2016, is made and entered into by and between Evidera, Inc., a Delaware corporation ("Assignor") and Evalytica, Inc., a California corporation ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement (defined below).

WHEREAS, Assignor and Assignee, have entered into that certain Asset Contribution Agreement, dated as of July 18, 2016 (the "Agreement"), pursuant to which Assignor has agreed to contribute certain assets to Assignee, including all of Assignor's right, title and interest in and to the trademarks, trademark applications and other intellectual property set forth on Schedule A hereto (the "Assigned Intellectual Property"); and

WHEREAS, the Parties have agreed to enter into this Assignment in order to consummate the transactions contemplated in the Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts the assignment, transfer and conveyance of, all of Assignor's right, title and interest in and to the Assigned Intellectual Property, together with the goodwill symbolized thereby or associated therewith and all rights derived therefrom, including but not limited to the right to sue for and collect damages for past, present and future infringement.

2. Further Assurances; Recordation. Assignor covenants and agrees that it will, upon the written request of Assignee and at the sole expense of Assignee, execute and deliver, or cause to be executed or delivered, further documents and take any further actions that may be reasonably necessary or desirable to assist Assignee in perfecting the assignment, transfer and conveyance of the Assigned Intellectual Property hereunder, including, without limitation, any assignment documents required to be recorded under the laws of any relevant foreign jurisdictions to perfect the assignment, transfer and conveyance hereunder. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Assignment.

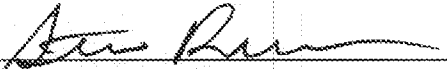
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and performed within such state, without regard to the principles thereof regarding conflicts of law of any jurisdiction.

4. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

EVALYTICA, INC.

By: 

Name: Stephanie Reisinger

Title: President

Evalytica Inc.

EVIDERA, INC.

By: 

Name: Jon Williams

Title: President and Chief Executive Officer

Evidera Inc.

Signature Page to the Intellectual Property Assignment Agreement

SCHEDULE A

Trademarks and Trademark Applications:

Trademark	Country	Reg. No. / Date	App. No. / Filed	Status
EVALYTICA (Stylized/design)	USA	86696421		NOA Issued March 29, 2016
EVALYTICA	USA	86696394		NOA Issued January 26, 2016

Other Intellectual Property:

Evalytica software and related applications.