

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM416319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/30/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Incisent Labs Investments LLC		02/15/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Incisent Labs Group LLC		
Street Address:	833 West Jackson		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4737637	FL FIRSTLOOK	
Registration Number:	4734111	FL	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813308		
Email:	jchester@sidley.com		
Correspondent Name:	Julia Chester c/o Sidley Austin LLP		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	19042-00201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	02/15/2017		
Total Attachments: 4			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is effective as of the 30th day of November, 2015 ("", by and between INCISENT Labs Investments LLC, a Delaware limited liability company having a principal place of business at 833 West Jackson, Suite 800 Chicago ILLINOIS 60607 ("ILI") and INCISENT Labs Group LLC, a Delaware limited liability company having a principal place of business at 833 West Jackson, Suite 800 Chicago ILLINOIS 60607 ("ILG").

WHEREAS, ILI was the owner of all right, title and interest in and to certain United States trademarks (collectively, the "Marks"), including without limitation, the Marks listed on Schedule A attached hereto;

WHEREAS, effective November 30, 2015, ILG acquired the entire right title and interest in and to said Marks, together with the goodwill of the business symbolized thereby;

WHEREAS, ILI desires now to confirm said sale, assignment, and transfer.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ILI and ILG agree as follows:

1. Assignment of Marks. ILI by these presents confirms that effective November 30, 2015, it sold, assigned, transferred and conveyed, and as of the date signed below, does hereby sell, assign, transfer and convey to ILG, all of ILI's right, title and interest in, to and under, the Marks, together with the goodwill of the business symbolized by such Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of such Marks.

2. Filing; Further Assurances. ILG may record this Agreement in the United States Patent and Trademark Office, or any other applicable governmental office or agency (collectively, the "Filing Offices"). ILI shall cooperate with and assist ILG, at ILG's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (i) in the preparation and prosecution of any applications covering any of the Marks assigned herein; (ii) in obtaining any additional protection for the Marks that ILG may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (iii) in the implementation of this Agreement or the perfection of ILG's rights hereunder.

3. Relationship of the Parties. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. Neither party by virtue of this Agreement shall have any right, power or authority, express or implied, to act on behalf of or enter into any undertaking binding the other party. This Agreement shall not be construed to create rights, express or implied, on behalf of, or for the use

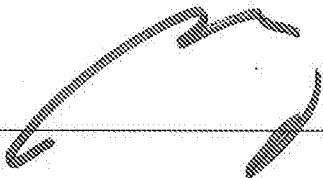
of, any parties aside from ILI and ILG. Neither ILI nor ILG shall be obligated, separately or jointly, to any third parties or any third party beneficiaries by virtue of this Agreement.

4. Successors and Assigns. This Agreement shall bind, and inure to the benefit of, the respective successors and permitted assigns of ILI and ILG.

IN WITNESS WHEREOF, ILI and ILG have executed this Agreement as of the Effective Date.

**INCISENT LABS INVESTMENTS
LLC**

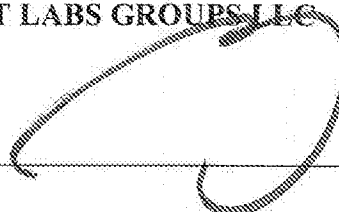
By: _____



Title: _____

INCISENT LABS GROUPS LLC


By: _____




Title: _____

SCHEDULE A

Marks

MARK	COUNTRY	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS
	U.S.	4,737,637	05/19/2015	<p>C 035 - Providing business analytics services to create business intelligence and optimize business performance; business consulting services, namely, providing business information and advice regarding automotive retail operations, retail performance management and applying analytics to improve retail performance; providing information in the field of business intelligence analytics by means of an interactive website featuring computerized analytical processing and data analysis in the fields of automotive retail operations and retail performance management; providing vehicle marketing data to others.</p> <p>IC 041 - Educational services, namely, conducting classes, workshops and webinars in the fields of automotive retail operations, retail performance management and applying analytics to improve retail performance, and publishing and distributing educational materials in connection therewith.</p> <p>IC 042 - Consulting services in the field of business intelligence software; computer services, namely, acting as an application service provider in the field of knowledge management to host computer applications software for searching and retrieving information from databases and computer networks; software as a service services featuring software for providing computerized analytical processing and data analysis services that use predictive modeling to facilitate management of information in the fields of automotive retail operations and retail performance management; providing an interactive website featuring technology for computerized analytical processing and data analysis.</p>	Registered

MARK	COUNTRY	REG. NO.	REG. DATE	GOODS/SERVICES	STATUS
	U.S.	4,734,111	05/12/2015	<p>IC 035 - Providing business analytics services to create business intelligence and optimize business performance; business consulting services, namely, providing business information and advice regarding automotive retail operations, retail performance management and applying analytics to improve retail performance; providing information in the field of business intelligence analytics by means of an interactive website featuring computerized analytical processing and data analysis in the fields of automotive retail operations and retail performance management; providing vehicle marketing data to others.</p> <p>IC 041 - Educational services, namely, conducting classes, workshops and webinars in the fields of automotive retail operations, retail performance management and applying analytics to improve retail performance, and publishing and distributing educational materials in connection therewith.</p> <p>IC 042 - Consulting services in the field of business intelligence software; computer services, namely, acting as an application service provider in the field of knowledge management to host computer applications software for searching and retrieving information from databases and computer networks; software as a service services featuring software for providing computerized analytical processing and data analysis services that use predictive modeling to facilitate management of information in the fields of automotive retail operations and retail performance management; providing an interactive website featuring technology for computerized analytical processing and data analysis.</p>	Registered