

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Short Form IP Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICR, LLC		03/21/2018	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	ICR OPCO, LLC		
Street Address:	761 Main Avenue Building H		
Internal Address:	c/o ICR, LLC		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Limited Liability Company: CONNECTICUT		
Name:	Blue Point Intermediate, LLC		
Street Address:	761 Main Avenue, Building H		
Internal Address:	c/o ICR Opco, LLC		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	ICR Operations, LLC		
Street Address:	761 Main Avenue, Building H		
Internal Address:	c/o Blue Crab, LLC		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06851		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5314603	WHEN YOU MEAN BUSINESS	
Registration Number:	5314604	WELCOME TO THE ARENA	
CORRESPONDENCE DATA			
TRADEMARK			

Fax Number: 6175236850

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.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com,kristina.robinson@hklaw.com,Anush.Yegyzarian@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
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SIGNATURE:	/Susan C. DiNicola/
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DATE SIGNED:	04/19/2018
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Total Attachments: 8

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SHORT FORM IP ASSIGNMENT

This SHORT FORM IP ASSIGNMENT (together with all Schedules attached hereto, this “Assignment”) is entered into and shall be effective as of March 21, 2018 (the “Effective Date”), by and between ICR, LLC, a Connecticut limited liability company (the “Transferor”), Blue Point Intermediate, LLC, a Delaware limited liability company (“Intermediate”), ICR Operations, LLC, a Delaware limited liability company (“OpCo”), and ICR Opco, LLC, as assignee (the “Transferee” or the “Company”, and together with Intermediate and OpCo, the “Transferee Parties”), on the other hand. Capitalized terms used but not defined in this Assignment shall have the meanings provided in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Transferor, Transferee, and Wellfleet Holdco, Inc. (“Purchaser”) have entered into that certain Purchase Agreement, dated as of March 16, 2018 (the “Purchase Agreement”);

WHEREAS, pursuant to the Purchase Agreement and Assignment and Assumption Agreement, at least two days before the Closing, (i) (x) Transferor will contribute to the Company all or substantially all of Transferor’s assets used or held for use in the Company Business, and (y) the Company will assume all or substantially all of Transferor’s liabilities and obligations relating to or arising out of such assets or the Company Business, (ii) (x) the Company will contribute to Intermediate all or substantially all of such assets used or held for use in the Company Business, and (y) the Intermediate will assume all or substantially all of such liabilities and obligations relating to or arising out of such assets or the Company Business and (iii) (x) Intermediate will contribute to OpCo all or substantially all of such assets used or held for use in the Company Business, and (y) the OpCo will assume all or substantially all of such liabilities and obligations relating to or arising out of such assets or the Company Business.

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement and Assignment and Assumption Agreement, (i) Transferor desires to confirm the assignment to Transferee all of Transferor’s right, title and interest in and to the Transferred Intellectual Property (as defined below), (ii) Transferee desires to confirm the assignment to Intermediate of all right, title and interest in and to the Transferred Intellectual Property and (iii) Intermediate desires to confirm the assignment to OpCo of all right, title and interest in and to the Transferred Intellectual Property, in accordance with the terms and conditions set forth herein and in the Purchase Agreement and Assignment and Assumption Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Purchase Agreement and Assignment and Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and the Transferee Parties hereby agrees as follows:

1. Defined Terms.

“Transferred Intellectual Property” means all Owned IP, including, without limitation, all of the following:

- a. all Marks included in the Owned IP (the “Registered Trademarks”), including the registrations and applications set forth on Schedule A hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the Registered Trademarks
- b. all domain name registrations included in the Owned IP, including those set forth on Schedule A hereto (collectively, the “Domain Names”), together with the goodwill of the Business connected with the Domain Names;
- c. all copyrights included in the Owned IP (including copyright registrations and applications and all issuances, extensions and renewals thereof);
- d. all patents and patent applications included in the Owned IP, including all patent and patent applications to which the foregoing claim priority; all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications and divisions of any of the foregoing; and all foreign counterparts of any of the foregoing;
- e. all trade secrets, confidential information, know-how, and all other Intellectual Property included in the Owned IP (collectively, the “Trade Secrets”), including all material proprietary software included in the Owned IP;
- f. all rights of any kind whatsoever of Transferor accruing under any of the foregoing provided by applicable law;
- g. any and all royalties, fees, damages, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- h. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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, dilution, misappropriation, violation, or misuse, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignments.

- a. The parties hereto hereby confirm that as of the Effective Date, and pursuant to the Assignment and Assumption Agreement, Transferor does hereby and did thereby absolutely, irrevocably and unconditionally contribute, assign, transfer, convey and deliver to Transferee and its

successors and assigns, and Transferee does hereby and did thereby accept and receive, to have and to hold forever, all of Transferor's entire worldwide right, title, benefit, privileges and interests in and to the Owned IP, including, without limitation, all applications, registrations and issuances therefor and any common law rights to the Owned IP, together with any and all goodwill connected with and symbolized thereby, the same to be held and enjoyed by Transferee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferor if such assignment had not been made, as assignee of Transferor's entire right, title and interest therein (the "First Assignment").

- b. The parties hereto hereby confirm that as of the Effective Date immediately following the First Assignment, and pursuant to the Assignment and Assumption Agreement, Transferee does hereby and did thereby absolutely, irrevocably and unconditionally contribute, assign, transfer, convey and deliver to Intermediate and its successors and assigns, and Intermediate does hereby and did thereby accept and receive, to have and to hold forever, all of Transferee's entire worldwide right, title, benefit, privileges and interests in and to the Owned IP, including, without limitation, all applications, registrations and issuances therefor and any common law rights to the Owned IP, together with any and all goodwill connected with and symbolized thereby, the same to be held and enjoyed by Intermediate for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Transferee if such assignment had not been made, as assignee of Transferee's entire right, title and interest therein (the "Second Assignment").
- c. The parties hereto hereby confirm that as of the Effective Date immediately following the Second Assignment, and pursuant to the Assignment and Assumption Agreement, Intermediate does hereby and did thereby absolutely, irrevocably and unconditionally contribute, assign, transfer, convey and deliver to OpCo and its successors and assigns, and OpCo does hereby and did thereby accept and receive, to have and to hold forever, all of Intermediate's entire worldwide right, title, benefit, privileges and interests in and to the Owned IP, including, without limitation, all applications, registrations and issuances therefor and any common law rights to the Owned IP, together with any and all goodwill connected with and symbolized thereby, the same to be held and enjoyed by OpCo for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Intermediate if such assignment had not been made, as assignee of Intermediate's entire right, title and interest therein.

3. Recordation and Further Actions. Transferor hereby authorizes the Commissioners for Trademarks in the United States Patent and Trademark Office and the United States Copyright Office and all similar or corresponding foreign Governmental Authorities to record and register this Assignment upon request by Transferee.

4. Terms of the Purchase Agreement and Assignment and Assumption Agreement. The delivery of this Assignment shall not amend, affect, expand, diminish, supersede, modify, replace, rescind, waive or otherwise impair any of the representations, warranties, covenants, indemnities, terms or provisions of the Purchase Agreement or Assignment and Assumption Agreement or any of the rights, remedies or obligations of the Purchaser, Transferor, or the Transferee Parties provided for therein or arising therefrom in any way, all of which are independent hereof and shall remain in full force and effect in accordance with their terms. The delivery of this Assignment shall not create or deemed to make any additional representations, warranties, covenants, or indemnities by or for the benefit of the Purchaser, Transferor, or the Transferee Parties.

5. Successorship. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by Purchaser and Transferor and the Transferee Parties and their respective successors and permitted assigns. The covenants of Transferor and the Transferee Parties contained herein shall survive the execution and delivery of this Assignment.

6. General Provisions. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Purchaser, Transferor, or the Transferee Parties under the Purchase Agreement or Assignment and Assumption Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement) or creates or makes any additional representations, warranties, covenants, or indemnities by or for the benefit of the Purchaser, Transferor, or the Transferee Parties. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. In the event of any conflict between the terms of this Assignment and the terms of the Assignment and Assumption Agreement, the terms of the Assignment and Assumption Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto.

7. Severability. If any provision of this Assignment or the application of any such provision to any party hereto or any circumstances relating hereto shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, (a) the remainder of this Assignment or the application of such provision to such party or circumstances, other than those to which it is so determined to be invalid and unenforceable, shall not be affected thereby, and each provision hereof shall be validated and shall be enforced to the fullest extent permitted by law and (b) the Parties shall negotiate in good faith to reduce the scope, duration or area of such provision to delete specific words or phrases, or to replace any invalid or unenforceable provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision and this Assignment shall be enforceable as modified.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile transmission of any signed original counterpart and/or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

9. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts-of-laws principles thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed by its duly authorized officer as of the date first above written.

TRANSFEROR:

ICR, LLC

By: 

Name: John Sorensen

Title: Chief Operating Officer

TRANSFeree:

ICR OPCO, LLC

By: 

Name: John Sorensen

Title: Treasurer and Secretary

INTERMEDIATE:

BLUE POINT INTERMEDIATE, LLC

By: 

Name: John Sorensen

Title: Treasurer and Secretary

OPCO:

ICR OPERATIONS, LLC

By: 

Name: John Sorensen

Title: Treasurer and Secretary

SCHEDULE A

Transferred Intellectual Property

Trademarks

ICR, LLC – WHEN YOU MEAN BUSINESS – US Cert, Reg. No. 5,314,603 effective 10/24/17
ICR, LLC – WELCOME TO THE ARENA – US Cert, Reg. No. 5,314,604 effective 10/24/17

Domain Names

Domain Name	TLD	Expiration Date	Status	Privacy	Locked
capitalmarketsmedia.net	.net	11/13/2019	Active	Private	Locked
corpgov.com	.com	2/25/2018	Active	Private	Locked
corporateaccessconnect.com	.com	6/2/2019	Active	Private	Locked
globalcorporateaccess.com	.com	10/15/2020	Active	Private	Locked
ICR-CAPITAL.COM	.com	3/11/2019	Active	Public	Locked
ICR-CONFERENCE.COM	.com	3/10/2019	Active	Public	Locked
ICR-ONLINE.COM	.com	7/22/2022	Active	Public	Locked
ICRCAPITAL.COM	.com	3/11/2019	Active	Public	Locked
ICRCONFERENCE.COM	.com	3/10/2019	Active	Public	Locked
ICRDIGITALMEDIA.COM	.com	10/3/2020	Active	Public	Locked
icrhealthcare.com	.com	11/28/2018	Active	Private	Locked
ICRINC.COM	.com	8/23/2022	Active	Public	Locked
icrlifestylelab.com	.com	1/31/2020	Active	Private	Locked
ICRXCHANGE.COM	.com	12/30/2020	Active	Public	Locked
ipoadvisory.com	.com	5/31/2022	Active	Private	Locked
iporega.com	.com	9/21/2020	Active	Private	Locked
nasdaqcorpgov.com	.com	3/27/2019	Active	Private	Locked

nysecorpgov.com	.com	3/27/2019	Active	Private	Locked
publiccorpgov.com	.com	3/27/2019	Active	Private	Locked