

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM475012

<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>
Cogent Technologies, Inc.		05/21/2018	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Engage Technologies Corporation		
<b>Street Address:</b>	7041 Boone Ave N		
<b>City:</b>	Brooklyn Park		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55428		
<b>Entity Type:</b>	Corporation: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2020143	SPEED-DRI	
<b>Registration Number:</b>	3480237	COGENT TECHNOLOGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6125732005		
<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>	612-573-2000		
<b>Email:</b>	uspto@dbclaw.com		
<b>Correspondent Name:</b>	Stephanie Kwong		
<b>Address Line 1:</b>	100 SOUTH FIFTH STREET, SUITE 2250		
<b>Address Line 4:</b>	MINNEAPOLIS, MICHIGAN 55402		
<b>NAME OF SUBMITTER:</b>	Stephanie Kwong		
<b>SIGNATURE:</b>	/Stephanie M. Kwong/		
<b>DATE SIGNED:</b>	05/22/2018		
<b>Total Attachments: 1</b>			
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OP \$65.00 2020143

**ASSIGNMENT OF TRADEMARKS**

This Assignment of Trademarks (the "Assignment") is made and entered on the date set forth below by and between Cogent Technologies, Inc. ("Assignor") and Engage Technologies Corporation ("Assignee") (collectively referred to as the "Parties").

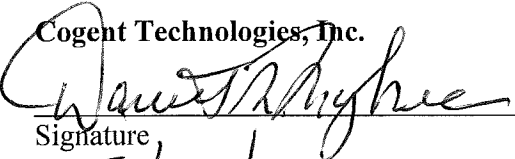
**Whereas**, Assignor is the owner of U.S. Registration No. 2,020,143 for the mark SPEED-DRI and U.S. Registration No. 3,480,237 for the mark COGENT TECHNOLOGIES (the "Marks"); and

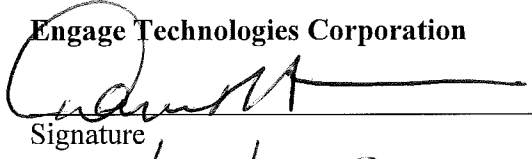
**Whereas**, Assignor wishes to assign its rights in the Marks to Assignee.

**Now, Therefore**, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. ASSIGNMENT:** Assignor hereby assigns, sells and transfers to Assignee all of its rights, title and interest in and to the Marks, including, but not limited to: (i) all registration rights with respect to the Marks, (ii) any rights to prepare derivative marks, (iii) any goodwill related to the Marks, and (iv) all income, royalties or claims relating to the Marks due or payable on or after the date of this Assignment. Assignor and Assignee are aware of the restrictions on assigning trademark applications/registrations and indicate that this assignment is permissible as Assignee is a successor to Assignor's business.
- 2. ASSIGNOR'S REPRESENTATIONS:** Assignor represents and warrants (i) that Assignor is the exclusive owner of the Marks, (ii) that Assignor possesses all rights, title and interest in and to the Marks, (iii) that Assignor has the power to enter into this Assignment, (iv) that the Marks do not infringe on the rights of any other person or entity, and (iv) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim.
- 3. CONTINUING OBLIGATIONS:** Assignor agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment.
- 4. BINDING EFFECT:** The covenants and conditions contained in this Assignment shall apply to and bind the Parties and their heirs, legal representatives, successors and permitted assigns.
- 5. GOVERNING LAW:** This Assignment shall be governed by and construed in accordance with the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed on the respective dates set forth below.

**Cogent Technologies, Inc.**  
  
 Signature  
 5/21/2018  
 Date  
 David R. Mylrea  
 Printed Name  
 CEO  
 Title

**Engage Technologies Corporation**  
  
 Signature  
 5/21/2018  
 Date  
 David R. Mylrea  
 Printed Name  
 CEO  
 Title