

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Social Network Analytics, LLC		01/03/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Grade Us, LLC		
Street Address:	37 Green Hill Road		
City:	Kinnelon		
State/Country:	NEW JERSEY		
Postal Code:	07405		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88079740	SOCIAL REPORT	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	303.291.2300		
Email:	pctrademarks@perkinscoie.com, sstewart@perkinscoie.com		
Correspondent Name:	Alex Garcia / Perkins Coie LLP		
Address Line 1:	1201 Third Avenue		
Address Line 2:	Suite 4900		
Address Line 4:	SEATTLE, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	127402-0020		
NAME OF SUBMITTER:	Sabrina J. Danielson		
SIGNATURE:	/Sabrina J. Danielson/		
DATE SIGNED:	01/17/2019		
Total Attachments: 13			
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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the “*Assignment*”) is made and entered into on this 4 day of January, 2019 (the “*Effective Date*”), by and among SOCIAL NETWORK ANALYTICS, LLC, a New York limited liability company (“*Assignor*”) on the one hand, and Grade Us, LLC, a New York limited liability company (“*Assignee*”), on the other hand.

WHEREAS, Assignor, Assignee, and Vitaly Veksler have entered into that certain Asset Purchase Agreement dated December 7, 2018 (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell and transfer to Assignee certain Intellectual Property;

WHEREAS, it is a condition to the execution of the Purchase Agreement, and the consummation of the transactions contemplated therein, that Assignor agreed to enter into this Assignment;

WHEREAS, Assignor owns the entire right, title and interest in and to the registered U.S. Trademarks listed on Schedule A, attached hereto and made a part hereof (hereinafter the “*Trademarks*”);

WHEREAS, the Assignor has registered the domain names on Schedule B, attached hereto and made a part hereof (hereinafter the “*Domain Names*”) and pursuant to the Purchase Agreement is transferring and assigning its entire right, title and interest in the Domain Names to Assignor;

WHEREAS, Assignee, as a consequence of the Purchase Agreement, is entitled to take any action necessary to obtain, exercise and enjoy the entire right, title and interest in and to the Trademarks and the Domain Names (collectively, the “*Intellectual Property*”).

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby irrevocably sells, transfers and assigns to Assignee all or its entire right, title and interest in and to Assignor’s Intellectual Property (as defined in the Purchase Agreement) that was assigned to Assignee under the Purchase Agreement, including, without limitation, those items set forth on Schedules A and B attached hereto, (collectively, the “*Assigned IP*”). Assignor hereby authorizes Assignee, its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademarks, service marks and copyright registrations or recordings in the United States and in foreign countries in connection with the Assigned IP, and to secure in its own name the trademarks, service marks, and copyright registrations granted thereon. Assignor hereby further authorizes and requests the applicable domain name registrars to reflect Assignee as the assignee and owner of the assigned domain names in records. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee’s rights in and to the Assigned IP at the sole expense of Assignee.

2. **Recordation.** On the Effective Date, Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned IP registered in the corresponding jurisdiction.

3. Further Assurances. Assignor agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest, and record good title to the Assigned IP in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request. Such cooperation will include, without limitation, prompt production of pertinent facts and documents, giving of testimony, executing of assignments, petitions, oaths, specifications, declarations, or other papers, and other assistance: (i) for obtaining, perfecting and maintaining in Assignee or its assignees or successors the right, title, and interest herein conveyed; (ii) for complying with any duty of disclosure to the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) for prosecuting any applications included in the Assigned IP; (iv) for filing and prosecuting substitute, divisional, continuing, or additional applications covering revival or reissue of the Assigned IP; (v) for interference or other priority proceedings involving the Assigned IP; and (vi) for legal proceedings involving the Assigned IP, any applications therefor, and any patents, copyrights, or trademarks granted thereon, including opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, litigation discovery obligations or requests, infringement actions, and court actions. The reasonable costs of actions taken at Assignee's request shall be paid by Assignee.

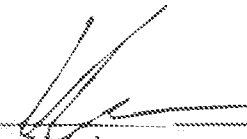
4. Miscellaneous. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment. This Assignment will be governed by the internal laws of the State of Delaware, irrespective of conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment may only be amended, modified and supplemented by written agreement of the parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound.

SOCIAL NETWORK ANALYTICS, LLC

Date: 01/03/2019

By: 

Name: Vitaly Veksler
Title: Chief Executive Officer

Witness: Lilian Waiving Si

Name: 

Address: 1908 AVE L.

BR, NY 11224

LILIAN WAIVING SI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01516327660
Qualified in Kings County
My Commission Expires 07/13/2019

AND the Assignee hereby accepts this assignment.

GRADE US, LLC

By: _____

Name: Jake Brodsky
Title: Authorized Signatory

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound.

SOCIAL NETWORK ANALYTICS, LLC

Date: _____

By: _____

Name: Vitaly Veksler

Title: Chief Executive Officer

Witness: _____

Name: _____

Address: _____

AND the Assignee hereby accepts this assignment.

GRADE US, LLC

By:  _____

Name: Jake Brodsky

Title: Authorized Signatory

SCHEDULE A—TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	JURISDICTION	REGISTRATION DATE
“Social Report”	88079740	USA	08/15/2018

SCHEDULE B—DOMAIN NAMES

DOMAIN NAME	DOMAIN NAME REGISTRATION COMPANY	RENEWAL/ EXPIRATION DATE
Socialreport.com	Social Network Analytics LLC	5/30/2019
Socialreport.us	Social Network Analytics LLC	2/20/2019
Socialreport.in	Social Network Analytics LLC	2/20/2019
Socialreport.info	Social Network Analytics LLC	2/20/2019
Socialreport.me	Social Network Analytics LLC	2/20/2019
Socialreport.tv	Social Network Analytics LLC	2/20/2019
qoo.ly	Social Network Analytics LLC	21 Apr 2019

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignor: Social Network Analytics LLC

Assignee: Grade Us, LLC

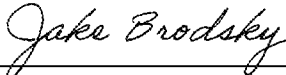
Mark: SOCIAL REPORT

**DECLARATION IN SUPPORT OF
CORRECTION OF ASSIGNMENT
DOCUMENT**

I, Jake Brodsky, being hereby warned that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements and the like may jeopardize the validity of this document or any registration resulting therefrom, declare as follows:

1. I am authorized to execute this declaration on behalf of Grade Us, LLC.
2. On December 7, 2018, Social Network Analytics LLC, a New York limited liability company entered into a certain Asset Purchase Agreement with Grade Us, LLC, a New Jersey limited liability company.
3. As part of that Asset Purchase Agreement, Social Network Analytics LLC assigned, sold, and transferred to Grade Us, LLC U.S. Trademark Application Serial No. 88/079,740 for SOCIAL REPORT (the "Application").
4. On January 4, 2019, Social Network Analytics LLC and Grade Us, LLC executed the corresponding Assignment of Intellectual Property Rights, memorializing the assignment of the Application.
5. In the Assignment, Grade Us, LLC was mistakenly identified as a New York limited liability company, rather than as a New Jersey limited liability company. As of the execution of the Assignment, Grade Us, LLC was duly organized under the laws of the State of New Jersey. Grade Us, LLC, a New York limited liability company, did not exist.
6. This typographical error was made inadvertently and in good faith.
7. The typographical error has been corrected in the corresponding Assignment by strikethrough of the erroneous New York designation and the correct New Jersey designation listed underneath. The correction has thereto been initialed and dated.
8. This Declaration, and the corresponding corrections, are made in accordance with the powers granted in the Assignment.

Dated: 1/17/2019



Jake Brodsky
Grade Us, LLC
Authorized Signatory

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Jersey 

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WHEREAS, it is a condition to the execution of the Purchase Agreement, and the consummation of the transactions contemplated therein, that Assignor agreed to enter into this Assignment;

WHEREAS, Assignor owns the entire right, title and interest in and to the registered U.S. Trademarks listed on Schedule A, attached hereto and made a part hereof (hereinafter the “*Trademarks*”);

WHEREAS, the Assignor has registered the domain names on Schedule B, attached hereto and made a part hereof (hereinafter the “*Domain Names*”) and pursuant to the Purchase Agreement is transferring and assigning its entire right, title and interest in the Domain Names to Assignor;

WHEREAS, Assignee, as a consequence of the Purchase Agreement, is entitled to take any action necessary to obtain, exercise and enjoy the entire right, title and interest in and to the Trademarks and the Domain Names (collectively, the “*Intellectual Property*”).

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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4. Miscellaneous. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment. This Assignment will be governed by the internal laws of the State of Delaware, irrespective of conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment may only be amended, modified and supplemented by written agreement of the parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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Name: Vitaly Veksler
Title: Chief Executive Officer

Witness: Lilian Waiving Si

Name: 

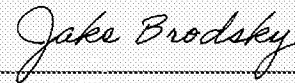
Address: 1908 AVE L.

BR, NY 11224

LILIAN WAIVING SI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01516327660
Qualified in Kings County
My Commission Expires 07/13/2019

AND the Assignee hereby accepts this assignment.

GRADE US, LLC

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Name: Jake Brodsky
Title: Authorized Signatory

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By: _____

Name: Vitaly Veksler

Title: Chief Executive Officer

Witness: _____

Name: _____

Address: _____

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By:  _____

Name: Jake Brodsky

Title: Authorized Signatory

SCHEDULE A—TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	JURISDICTION	REGISTRATION DATE
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SCHEDULE B—DOMAIN NAMES

DOMAIN NAME	DOMAIN NAME REGISTRATION COMPANY	RENEWAL/ EXPIRATION DATE
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Socialreport.us	Social Network Analytics LLC	2/20/2019
Socialreport.in	Social Network Analytics LLC	2/20/2019
Socialreport.info	Social Network Analytics LLC	2/20/2019
Socialreport.me	Social Network Analytics LLC	2/20/2019
Socialreport.tv	Social Network Analytics LLC	2/20/2019
qoo.ly	Social Network Analytics LLC	21 Apr 2019