

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507477

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TankClarity, LLC		01/16/2019	Limited Liability Company: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	DataOnline, LLC		
Street Address:	210 South Street		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5412523	TANKCLARITY	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120588.00078 BRC		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/Brandon R. Coyle/		
DATE SIGNED:	01/28/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is made by and among (i) TankClarity, LLC ("Assignor"), (ii) DataOnline, LLC ("Assignee") and (iii) Louis Trebaol and Gregory Hovagim (the "Assignor Equityholders") and, together with Assignor and Assignee, the "Parties") as of January 16, 2019.

WITNESSETH:

WHEREAS, the Assignor Equityholders own 100% of the issued and outstanding equity interests of Assignor;

WHEREAS, Assignor has developed certain proprietary Intellectual Property Rights (as defined below) that have been used and marketed in connection with the business of Assignor;

WHEREAS, in exchange for the Purchase Price (as defined below), Assignor will assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property Rights; and

WHEREAS, in connection with the transactions contemplated herein, including the payment of the Purchase Price, the Assignor Equityholders hereby agree to the provisions of this Agreement, including Sections 4 and 5 hereof.

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

1. Definitions.

- 1.1. "Effective Date" shall mean the date on which this Agreement is fully executed.
- 1.2. "Intellectual Property Rights" shall mean and any all copyrights, patents, trademarks (and associated goodwill), web sites, domain names, social media accounts, unpatented inventions, trade secrets, discoveries, data, results, formulae, algorithms, designs, specifications, methods, processes, formulations, techniques, know-how, technical information (including, without limitation, structural and functional information), process information, and all control and manufacturing data and materials related thereto, in each case, created by or on behalf of, Assignor prior to the date hereof, or otherwise owned by, Assignor as of the date hereof, including all technology that is necessary or useful practice thereof.

2. Sale and Purchase: Assignment of Rights.

- 2.1. Assignment. Subject to the terms and conditions set forth in this Agreement, and in reliance upon the Assignor's and Assignor Equityholders' covenants, representations and warranties set forth below, Assignor hereby assigns, sells, transfers and conveys to Assignee all of its right, title and interest in and to the Intellectual Property Rights, free and clear of any liens, claims or

encumbrances, and Assignee hereby accepts such assignment, sale, transfer and conveyance [REDACTED]

2.2. Documentation and Cooperation. Assignor hereby agrees to cooperate with Assignee by taking all actions reasonably requested by Assignee, at Assignee's expense, to assist Assignee in obtaining and enforcing proprietary protection for the Intellectual Property Rights. Assignee shall execute all documents which Assignee shall reasonably request in connection with the protection of the Intellectual Property Rights. Assignor hereby appoints Assignee his agent to execute and deliver any such documents on his behalf in the event Assignor should fail or refuse to do so within a reasonable period following Assignee's request. Without limiting the generality of the foregoing, Assignor shall, within ten business days of the Effective Date, deliver to Assignee the Intellectual Property Rights, and execute and deliver to Assignee all necessary forms of assignment and related documentation covering the Intellectual Property Rights to record the assignment hereunder in all applicable jurisdictions.

3. [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

4. [REDACTED]

■ [REDACTED]

■ [REDACTED]

5. [REDACTED]



6. Miscellaneous.

- 6.1. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, between the Parties with respect to the subject matter hereof. This Agreement may not be changed or modified except by an instrument in writing signed by both Parties hereto.
- 6.2. Waiver. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of or consent to any subsequent breach.
- 6.3. Headings. The Article and Section headings herein are for convenience of reference only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any provisions hereof.

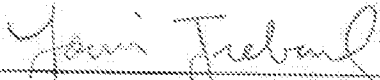
- 6.4. Governing. The validity and construction of this Agreement shall be governed by the internal Laws (and not the choice-of-law rules) of the State of New York.
- 6.5. Jurisdiction. Any proceeding or action arising out of or relating to this Agreement or the transactions contemplated hereby may be brought in any federal or state court in the State of New York, and each of the parties irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding or action, waives any objection it may now or hereafter have to personal jurisdiction, venue or to convenience of forum, agrees that all claims in respect of the proceeding or action shall be heard and determined only in any such court, and agrees not to bring any proceeding or action arising out of or relating to this Agreement or the transactions contemplated hereby in any other court. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by Law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction, in each case, to enforce judgments obtained in any action, suit or proceeding brought pursuant to this Section 6.5.
- 6.6. Agreement to Take Actions. Each Party hereto shall execute and deliver such documents, certificates, agreements and other instruments, and shall take such other actions as may be reasonably necessary or desirable in order to perform its obligations under this Agreement or to effectuate the purposes hereof.
- 6.7. Validity. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.
- 6.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of last signature below.

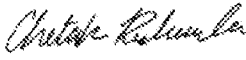
ASSIGNOR:

TANKCLARITY, LLC

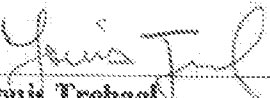
By: 
Name: Louis Trebaol
Title: President

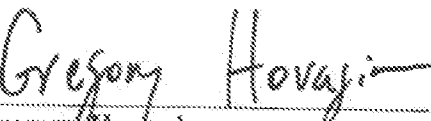
ASSIGNEE:

DATAONLINE, LLC

By: 
Name: Chetak Reshamwala
Title: Chief Executive Officer

ASSIGNOR EQUITYHOLDERS:


Louis Trebaol


Gregory Hovagim

SCHEDULE A

Intellectual Property Rights

[REDACTED]

[REDACTED]

3. TankClarity Trademark:

TANKCLARITY

US Serial Number: 87552600

Application Filing Date: Aug. 02, 2017

US Registration Number: 5412523

Registration Date: Feb. 27, 2018

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]