

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETFACTOR CORPORATION		11/17/2017	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	BOMBORA, INC.		
Street Address:	257 Park Avenue S, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3783314	CALLER ID FOR YOUR WEBSITE	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<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:	4156932000		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	326420-127		
NAME OF SUBMITTER:	C. Rhem		
SIGNATURE:	/CR/		
DATE SIGNED:	11/27/2019		
Total Attachments: 4			
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CH \$40.00 3783314

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 17, 2017 by and among NETFACTOR CORPORATION, a Colorado corporation ("Assignor"), and BOMBORA, INC, a Delaware corporation ("Assignee").

Background

- A. Assignor has adopted and used the **CALLER ID FOR YOUR WEBSITE** trademark, for which Assignor owns common law rights and **United States Registration Number 3,783,314** with the United States Patent and Trademark Office (the "Trademark");
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the same date hereof (the "Purchase Agreement"), pursuant to which Assignor agreed to assign to Assignee all right, title, and interest in and to the Trademark, together with the associated goodwill;
- C. The parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark and to allow Assignee to file this Assignment with the United States Patent and Trademark Office, as may be necessary to effectuate the assignment and transfer of the Trademark and associated trademark registration from Assignor to Assignee; and
- D. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title, and interest in and to the Trademark.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark, including all registrations and applications thereof, all registrations which may be granted in respect of such applications, all renewals of such registrations, all common law rights therein, the goodwill and all rights associated therewith, and all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country, or any multinational jurisdiction now or hereafter in effect, the same to be held by Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors and assigns and other legal representatives, together with all rights to income, royalties, and license fees deriving from the Trademark, all claims for damages by reason of past, present, and future infringements, dilution, misappropriation, violation, or unauthorized uses of the Trademark and the right to sue for and collect such damages in Assignee's own name, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and Assignee's successors, assigns, and other legal representatives.
2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark

and to issue all registrations for the Trademark in the name of Assignee. Assignor and Assignee shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein, including the execution of all documents, instruments, and papers to perform all acts as deemed reasonably necessary by Assignee to perfect in Assignee the foregoing rights, title, and interests. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the transactions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. No Impact on Terms of the Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument, or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions set forth in the Purchase Agreement, with this Assignment being intended solely to effect the transfer of the Trademark strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

4. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized officers to execute this Trademark Assignment to be effective as of the date set forth above.

ASSIGNEE:

Bombora, Inc.,
a Delaware corporation

By: 

Name: Erik Matlick
Title: Chief Executive Officer

ASSIGNOR:

netFactor Corporation,
a Colorado corporation

By: _____
Name: M. Christopher Jeffers
Title: Chief Executive Officer

IN WITNESS WHEREOF, each of Assignor and Assignee has caused its duly authorized officers to execute this Trademark Assignment to be effective as of the date set forth above.

ASSIGNEE:

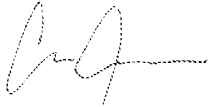
Bombora, Inc.,
a Delaware corporation

By: _____
Name: Erik Matlick
Title: Chief Executive Officer

ASSIGNOR:

netFactor Corporation,
a Colorado corporation

By: _____
Name: M. Christopher Jeffers
Title: Chief Executive Officer



[Signature Page to Trademark Assignment]