

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM562663

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900528659		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Metacog, Inc.		06/07/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	International Internet Testing Association		
<b>Street Address:</b>	3500 Lacey Road, Suite 100		
<b>City:</b>	Downers Grove		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60515		
<b>Entity Type:</b>	Non-Profit Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87730987	METACOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9498519348		
<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>	9498510633		
<b>Email:</b>	sbro@mwe.com		
<b>Correspondent Name:</b>	Sarah E. Bro - McDermott Will & Emery		
<b>Address Line 1:</b>	18565 Jamboree Road, Suite 250		
<b>Address Line 2:</b>	McDermott Will & Emery		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	105633-0252		
<b>NAME OF SUBMITTER:</b>	Sarah E. Bro		
<b>SIGNATURE:</b>	/sarah e. bro/		
<b>DATE SIGNED:</b>	02/18/2020		
<b>Total Attachments: 22</b>			
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is dated June 7, 2019 between International Internet Testing Association, an Illinois nonprofit corporation, ("Buyer"), and Metacog, Inc., a Delaware corporation ("Seller").

WHEREAS, the parties hereto desire that Seller transfer, convey and assign certain assets specified herein owned by Seller and used in Seller's learning analytics business (the "Business"), and that Buyer purchase the same, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and representations and warranties hereinafter stated, the parties agree as follows:

1. Transfer of Assets and Related Transactions.

a. Transfer of Assets. On the terms and subject to the conditions of this Agreement, on June 7, 2019, or another date agreeable to the parties (the "Closing Date"), Buyer shall purchase from Seller, and Seller shall sell, transfer, convey and assign to Buyer the Purchased Assets, free and clear of all liens, pledges and encumbrances (except for the Assumed Liabilities, as defined in Section 2(a)). The following assets, properties and rights described in this Section 1(a) to be transferred, conveyed and assigned to Buyer are hereinafter collectively called the "Purchased Assets":

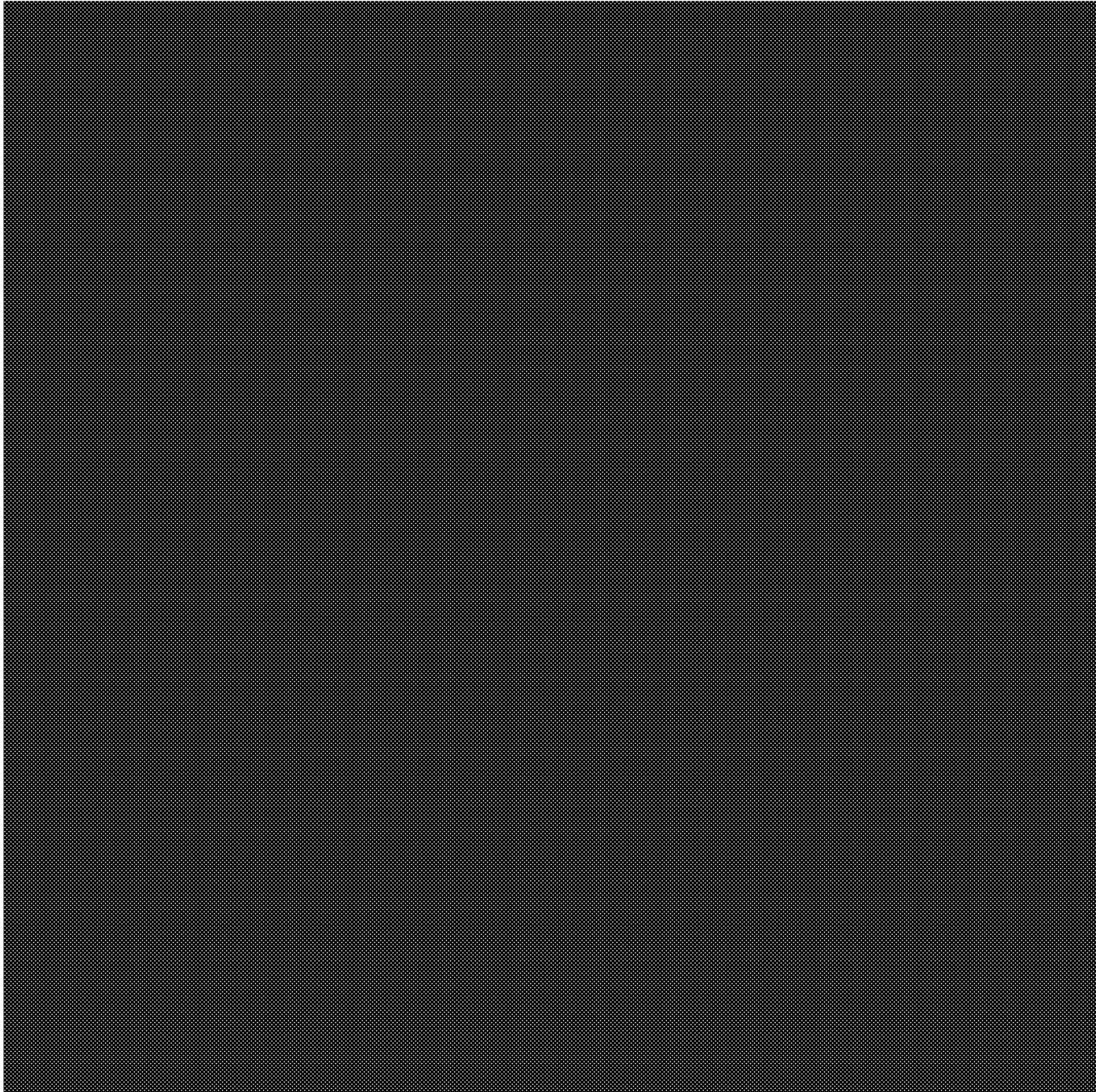
i. All rights of Seller in, to and under the contracts, commitments, and other agreements, in each case relating to the Business, set forth in Schedule 1(a)(i), provided that such rights are assignable or transferable (collectively, the "Assigned Contracts");

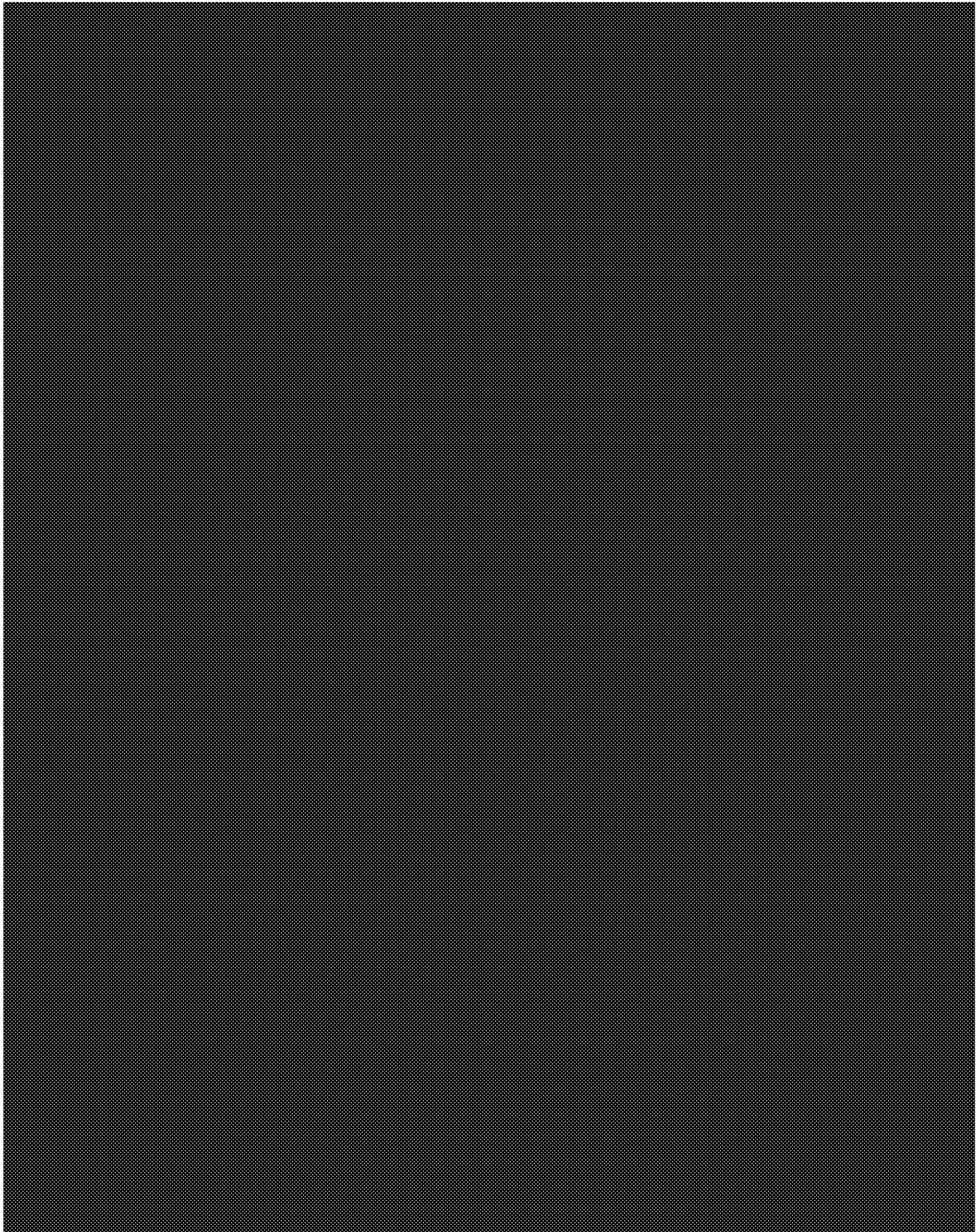
ii. All formulas, know-how, patents, patent rights, patent applications, trademarks, service marks, trademark and service mark registrations and registration applications, trade names, trade name registrations, logos, trade dress, copyrights, copyright registrations, technology, know-how, trade secrets, inventions, models, processes, bills of material, routing cards, formulas, techniques, designs, licenses, pricing policies, information as to the identities or requirements of customers or potential customers, market information, market analyses, marketing plans, operating or management policies, procedures and forms, computer software and computer operating procedures, software applications, source codes, object codes, and all other proprietary rights of Seller, in each case used or useful or developed or acquired for use in the Business, Seller's phone numbers, fax numbers, e-mail addresses, internet address, domain names, websites, and the like, in each case relating to the Business (collectively, the "Proprietary Rights"), including without limitation the items set forth in Schedule 1(a)(ii);

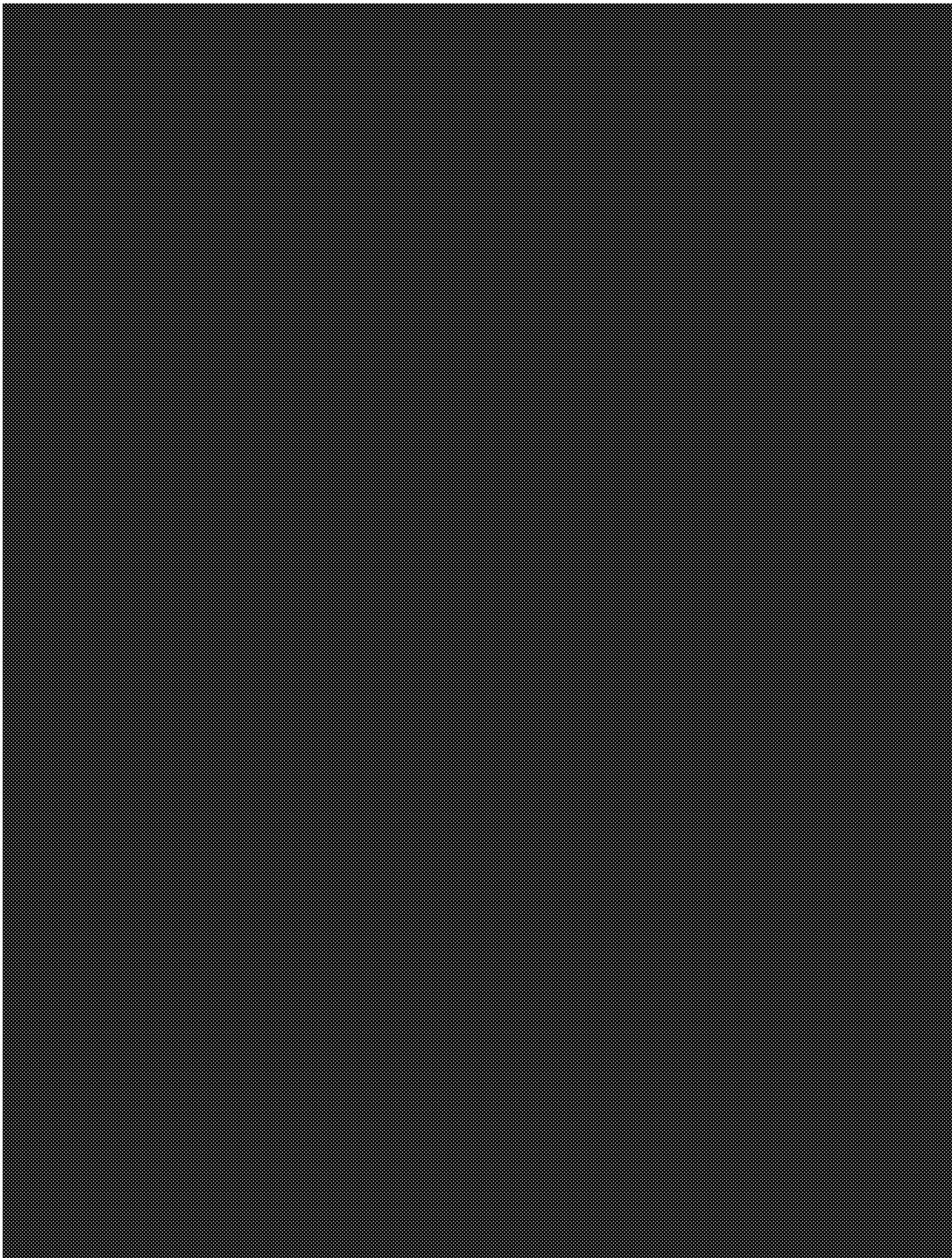
iii. All records (whether in written or other form) of any kind presently in or hereafter coming into the care, custody or control of Seller (including any such records held by others on behalf of Seller) relating to the Proprietary Rights;

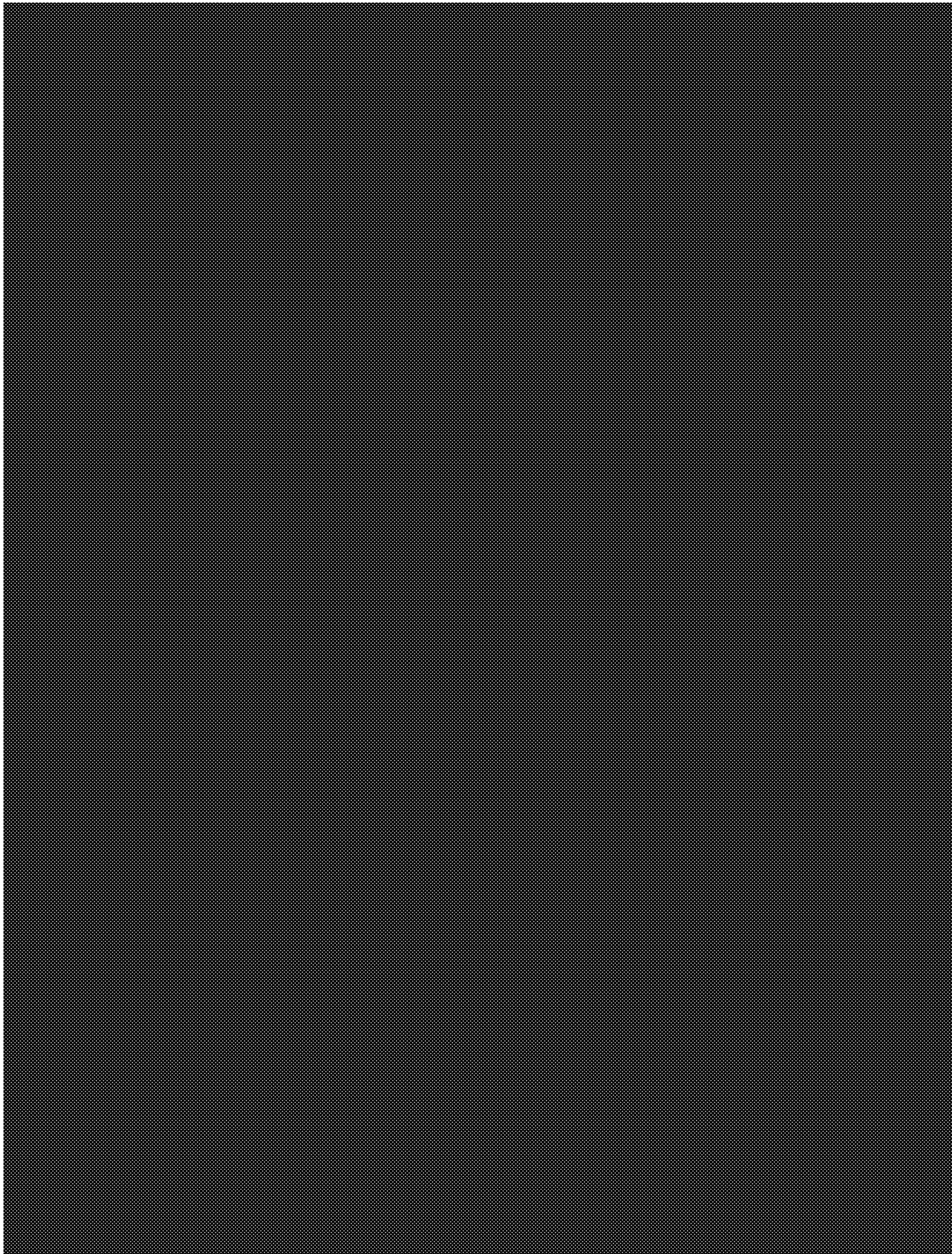
iv. All goodwill of, or associated with, the Business; and

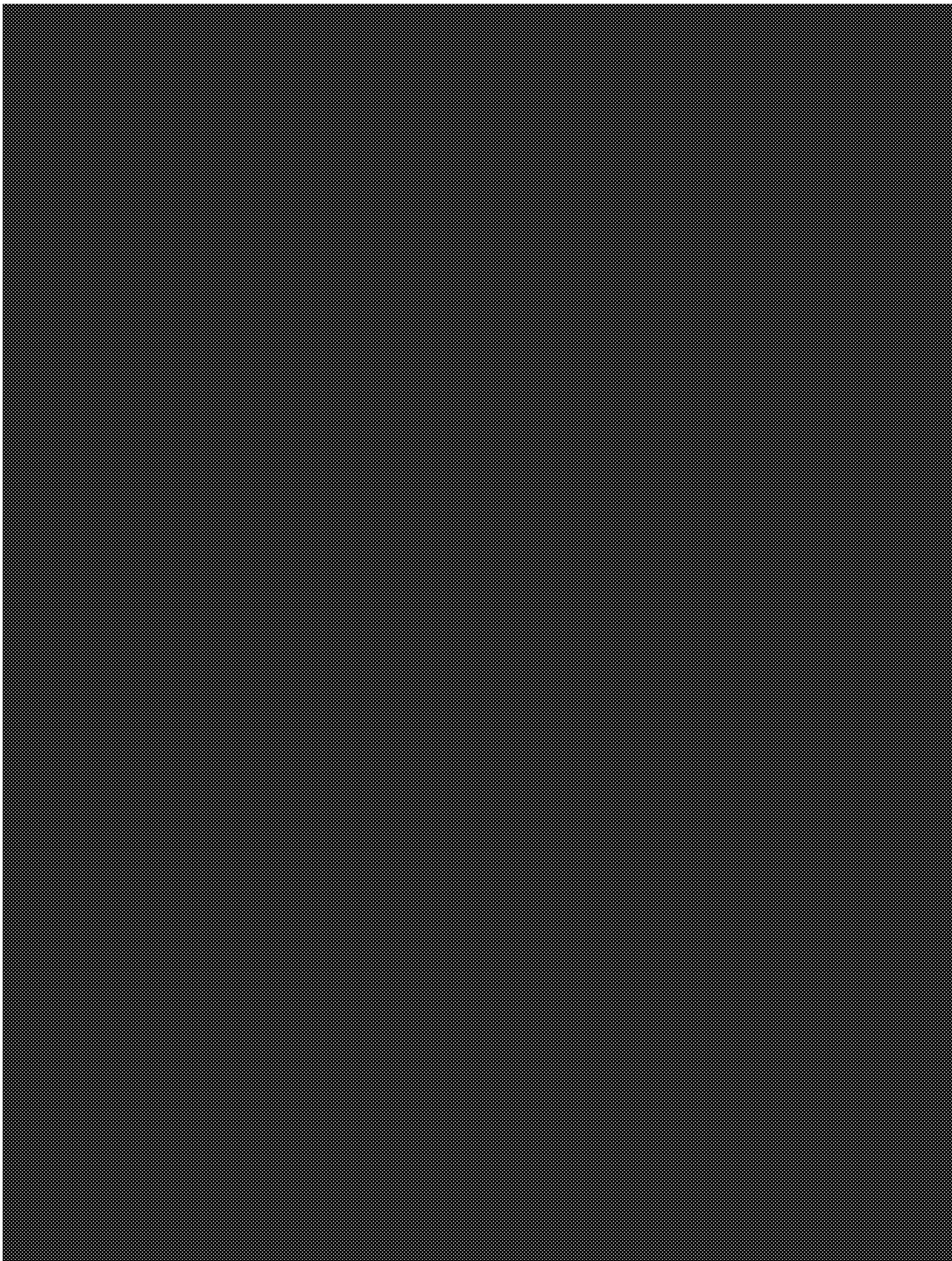
v. All warranty rights, rights of action, or choses in action relative to any of the above individual assets, properties and rights being transferred to Buyer pursuant to this Agreement.



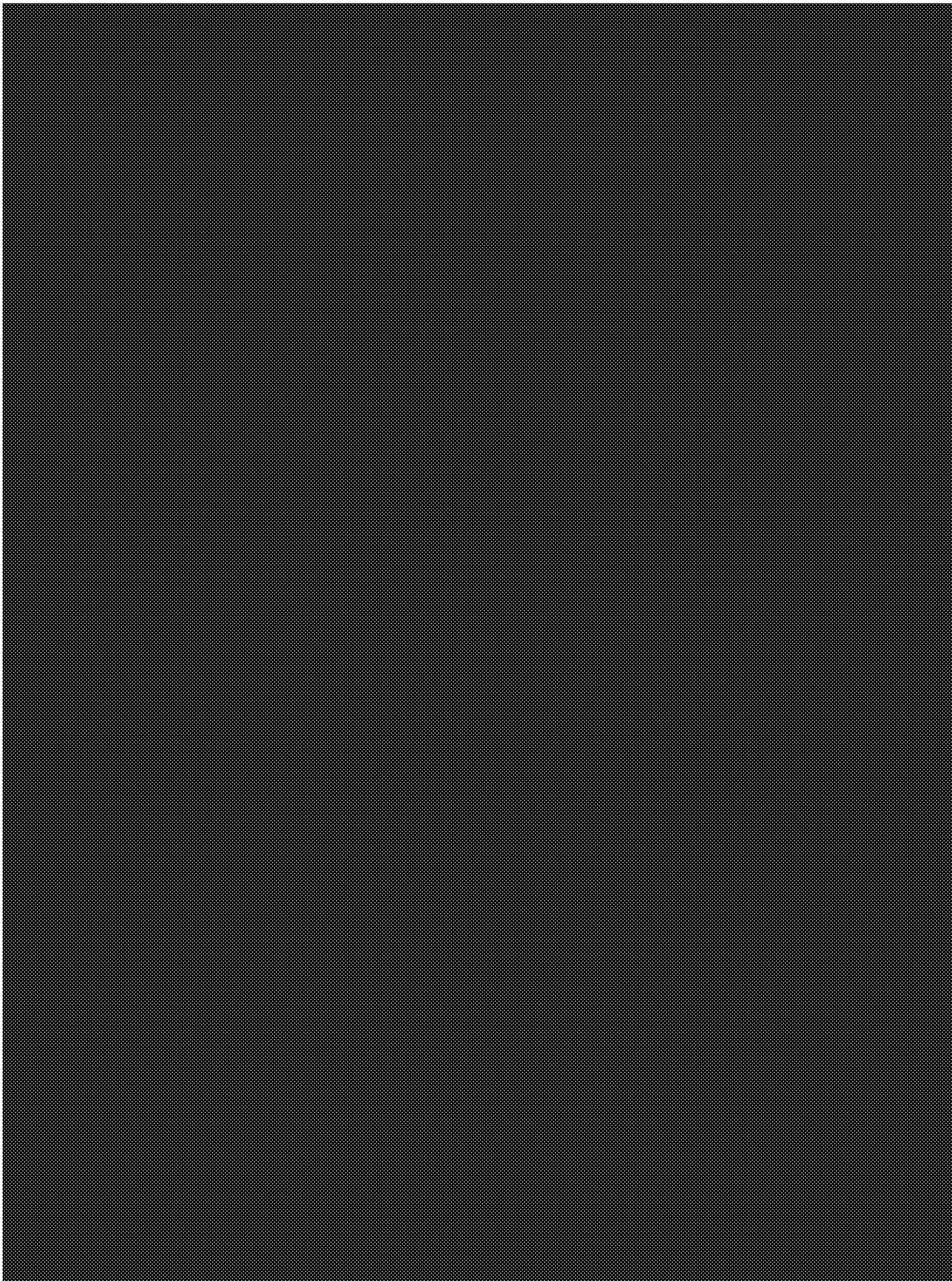


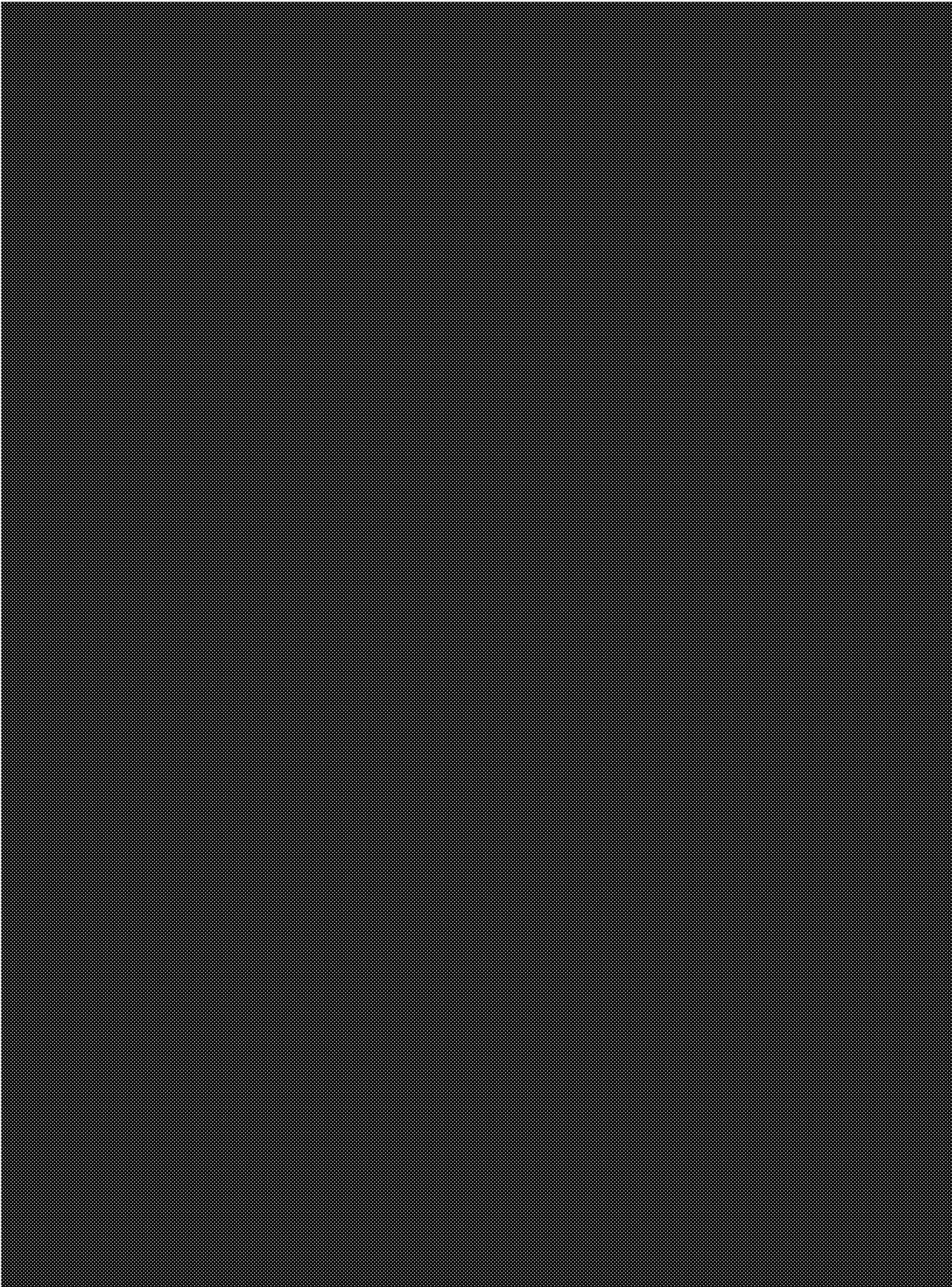


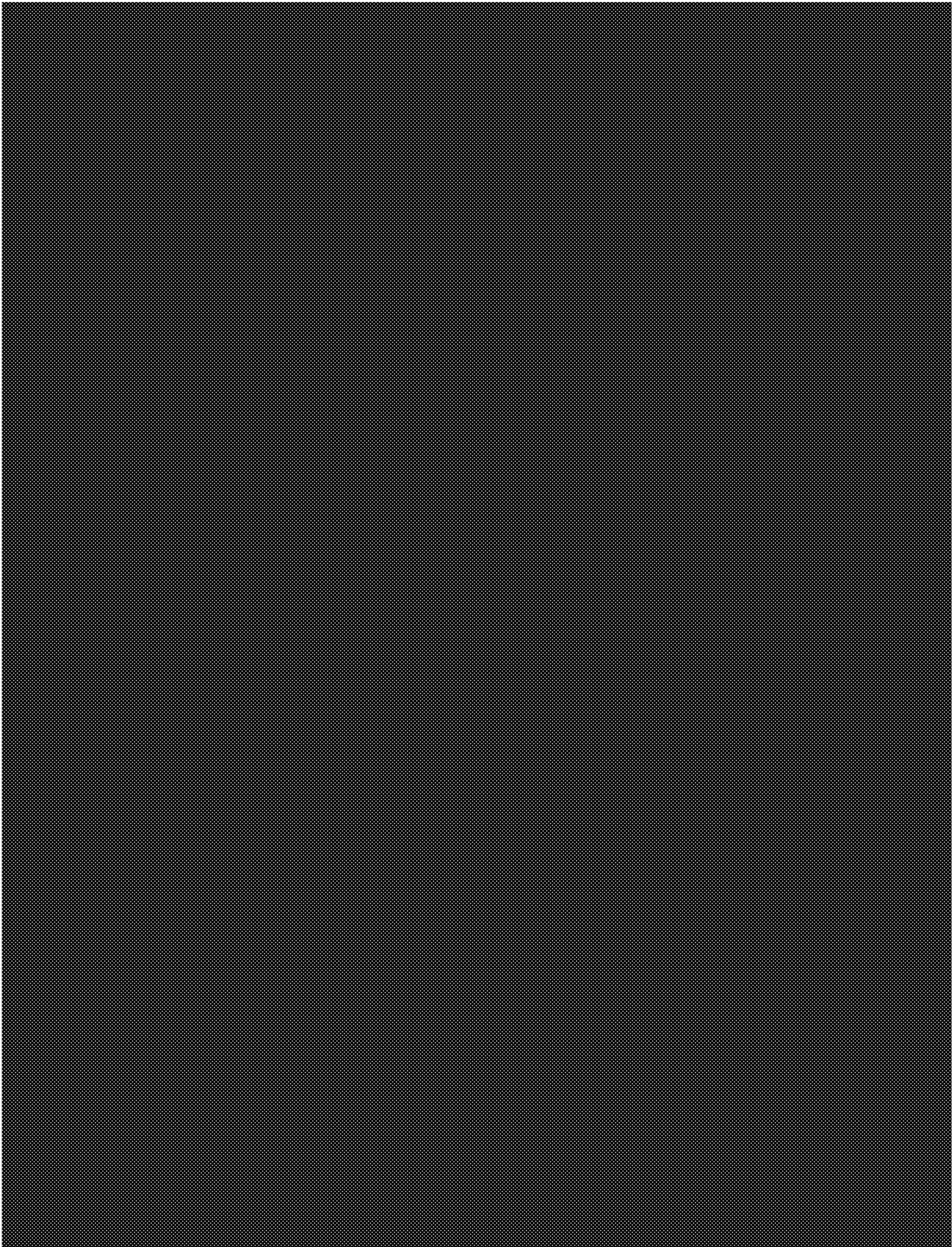


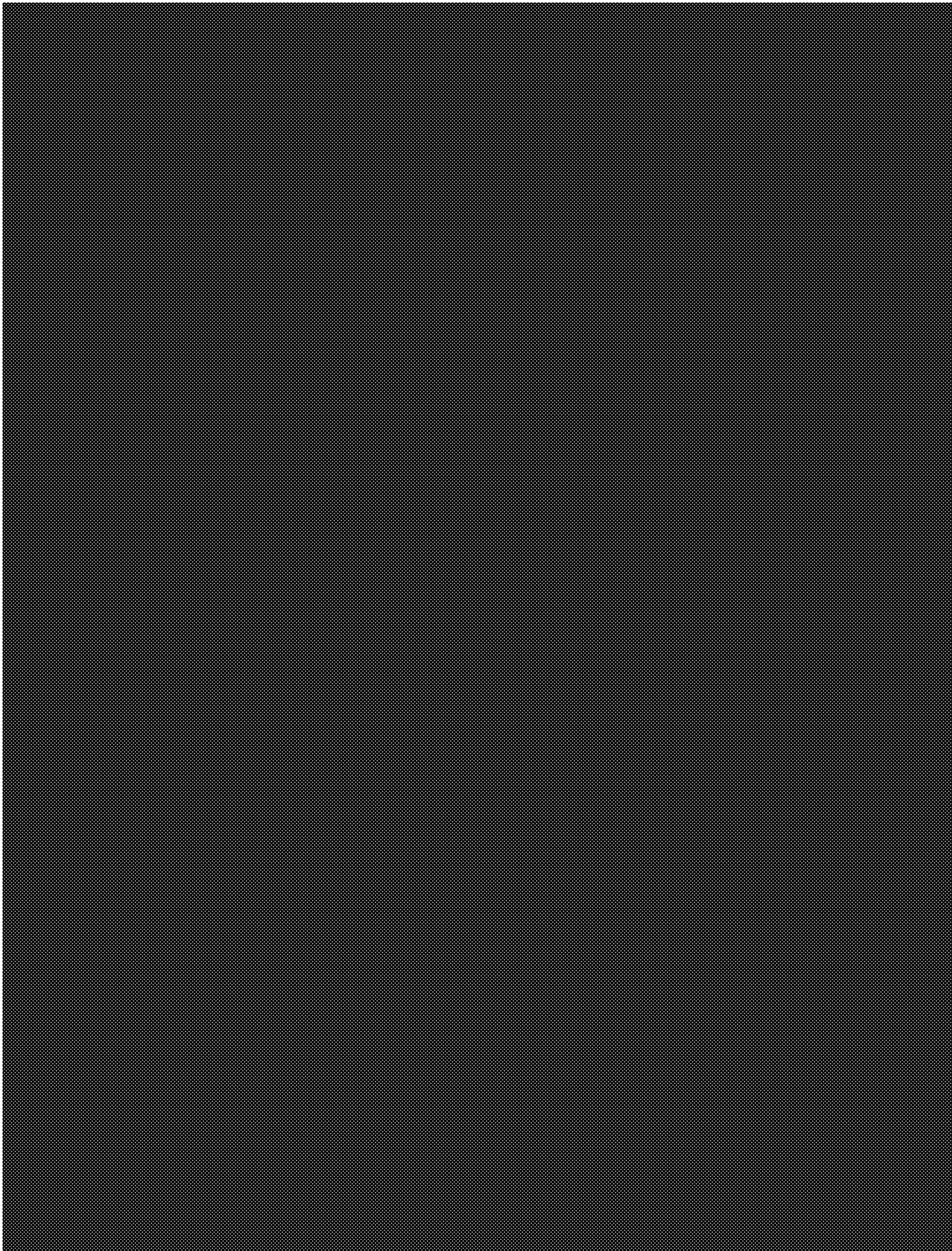


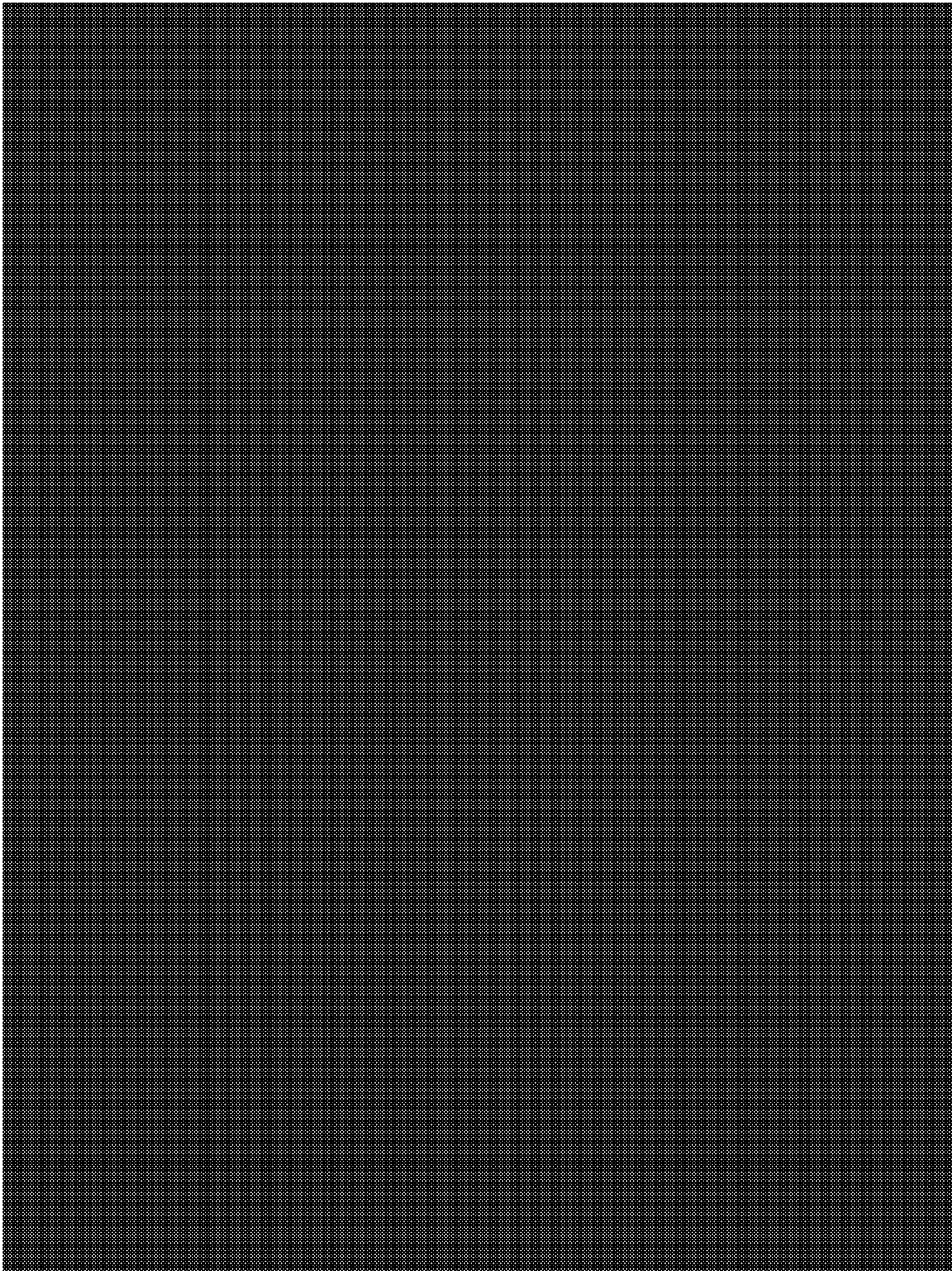








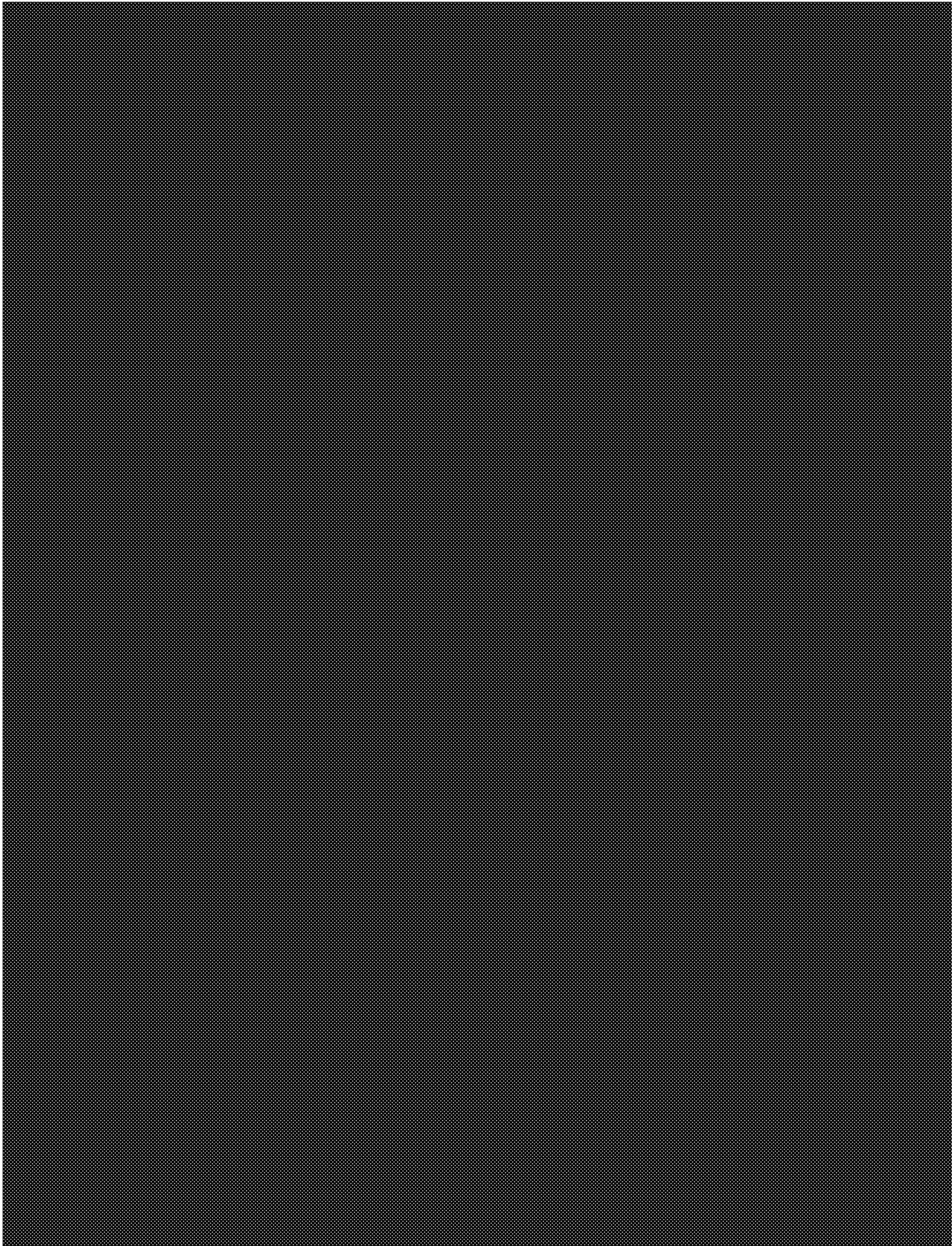


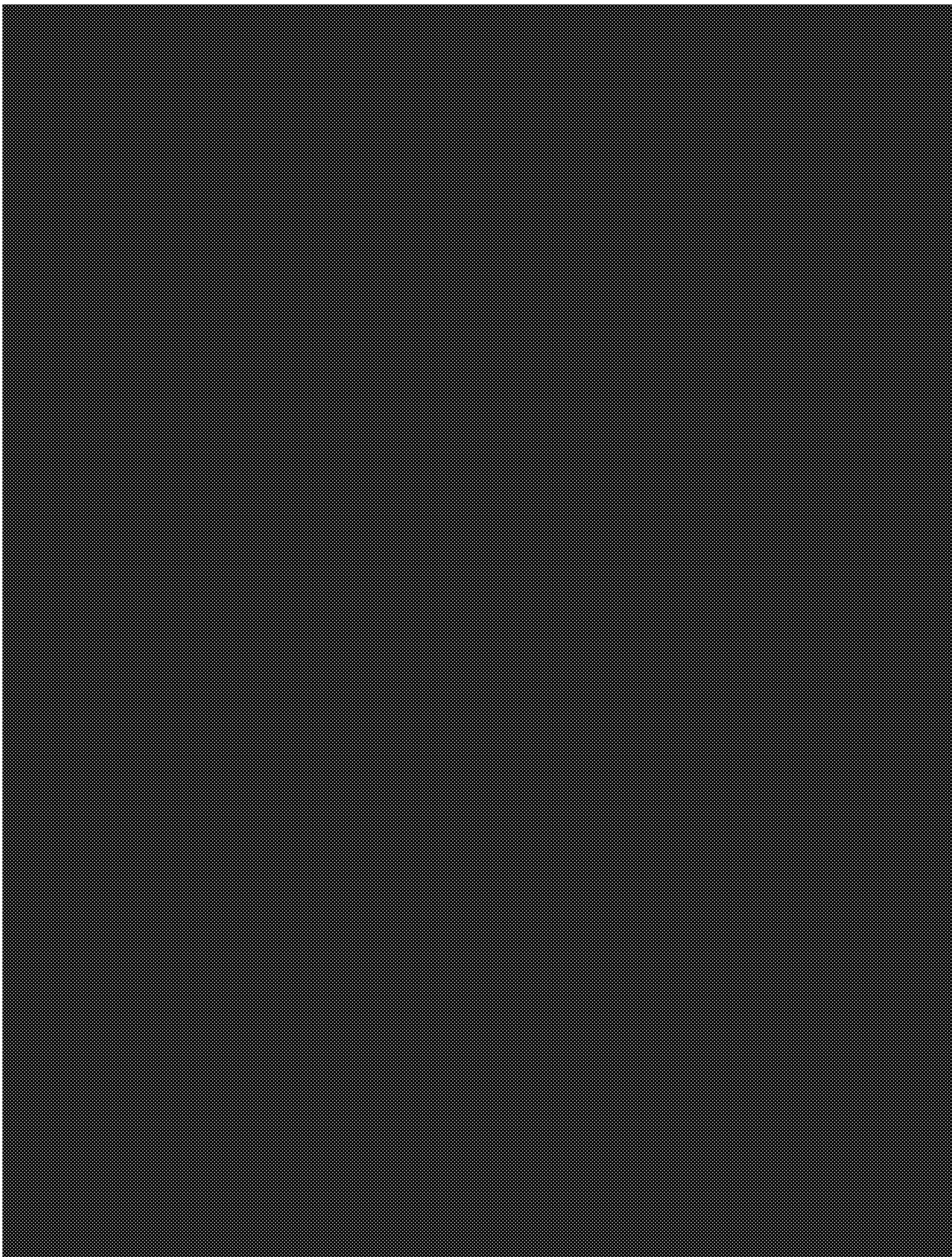


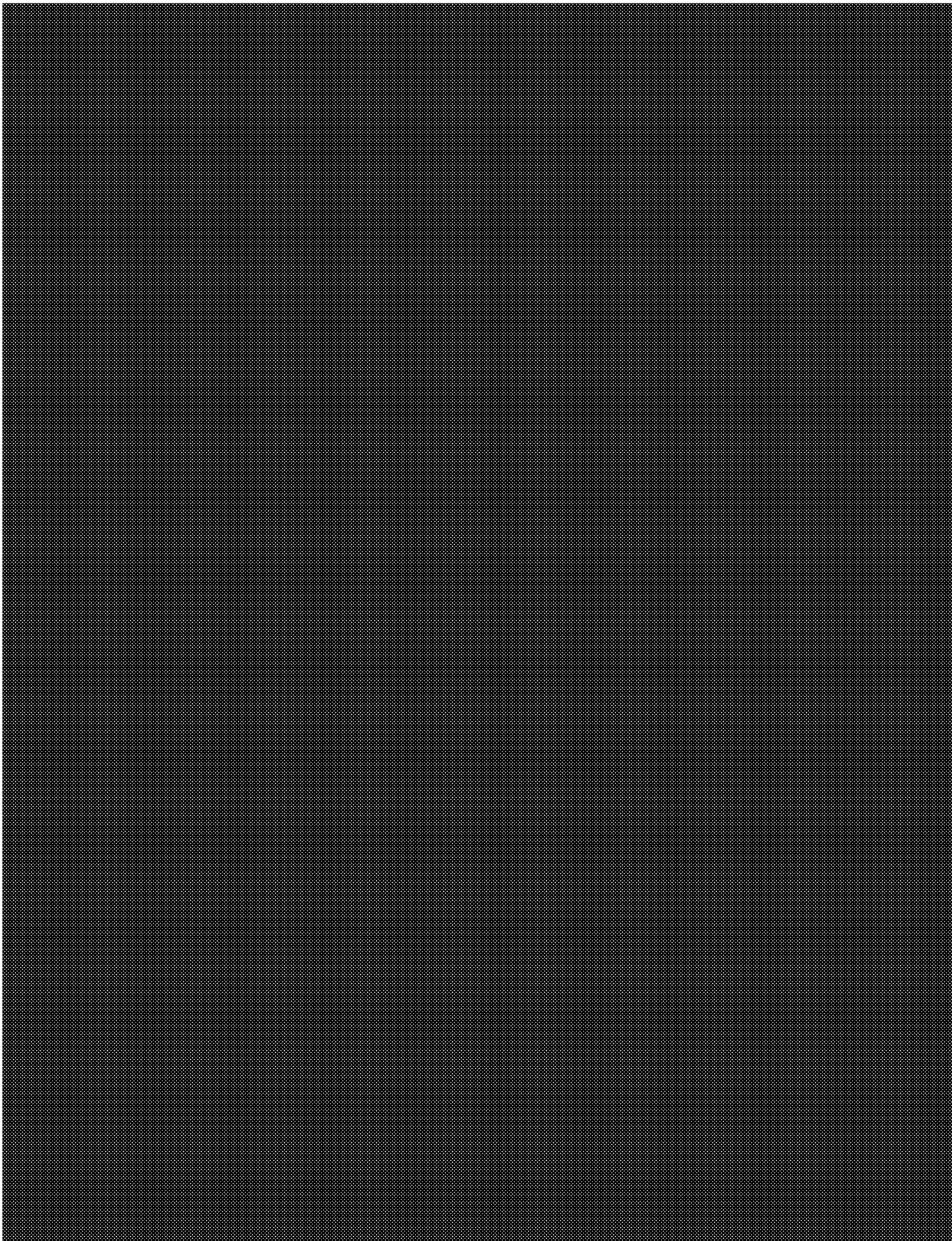
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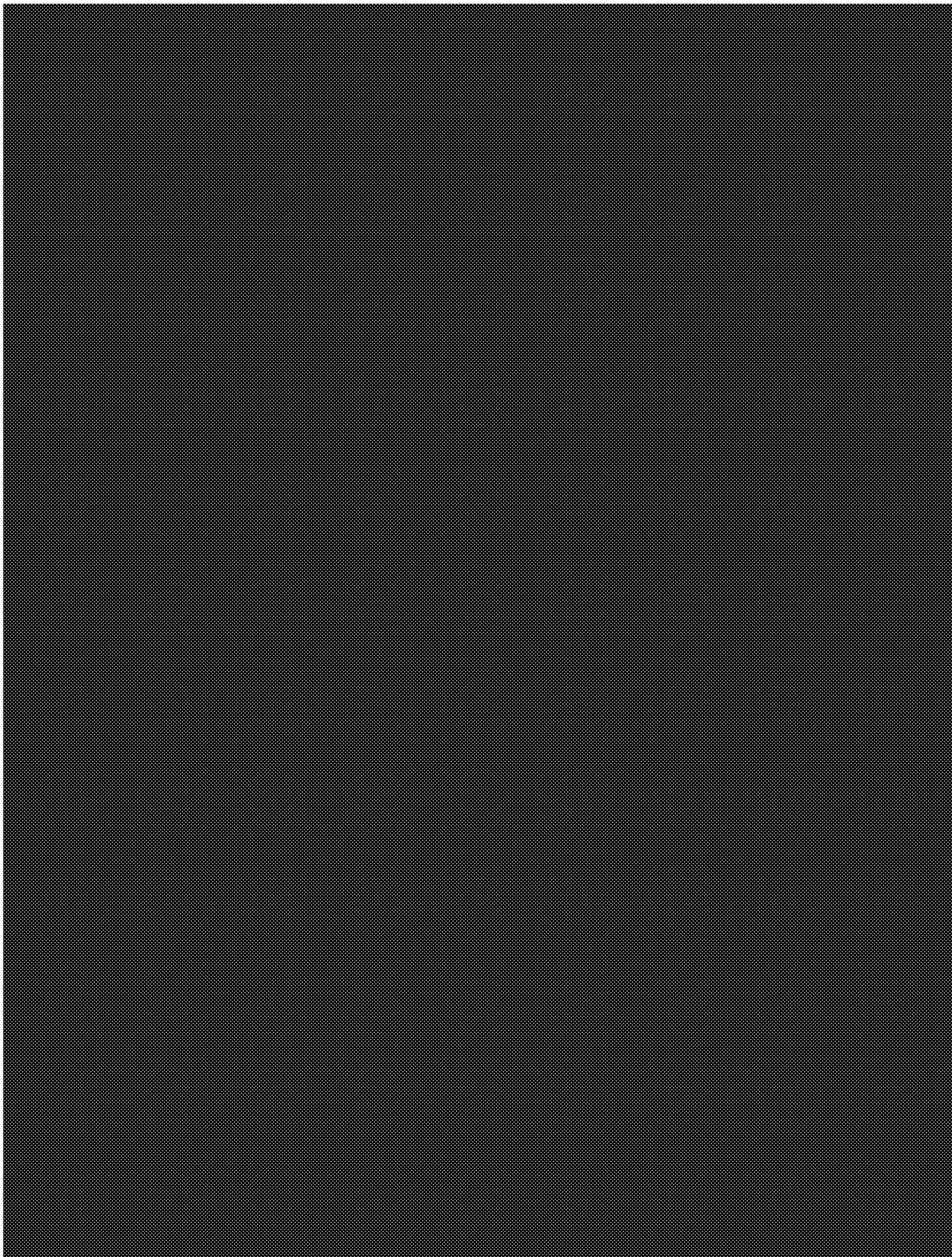
**TRADEMARK**  
**REEL: 006862 FRAME: 0433**

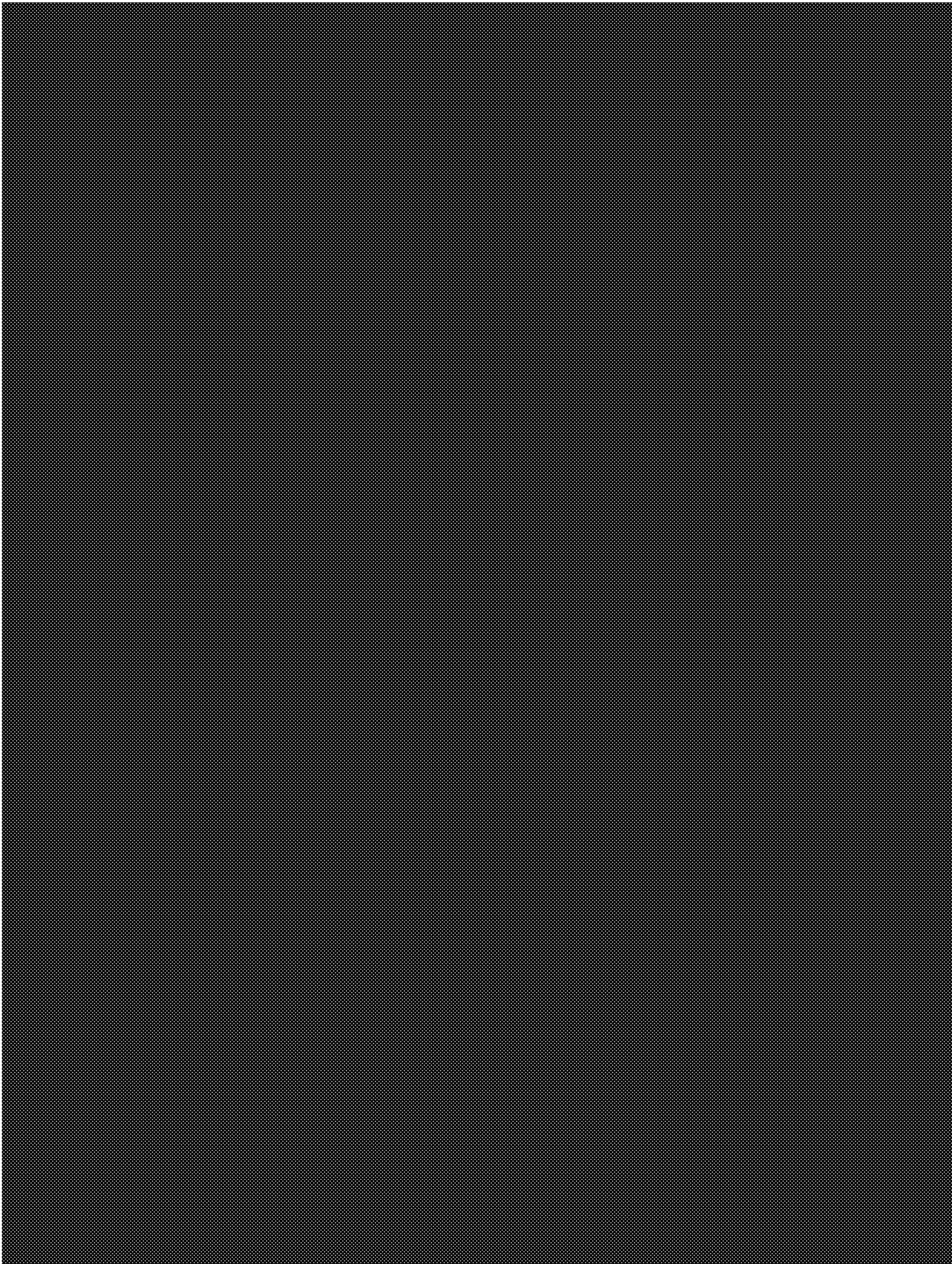


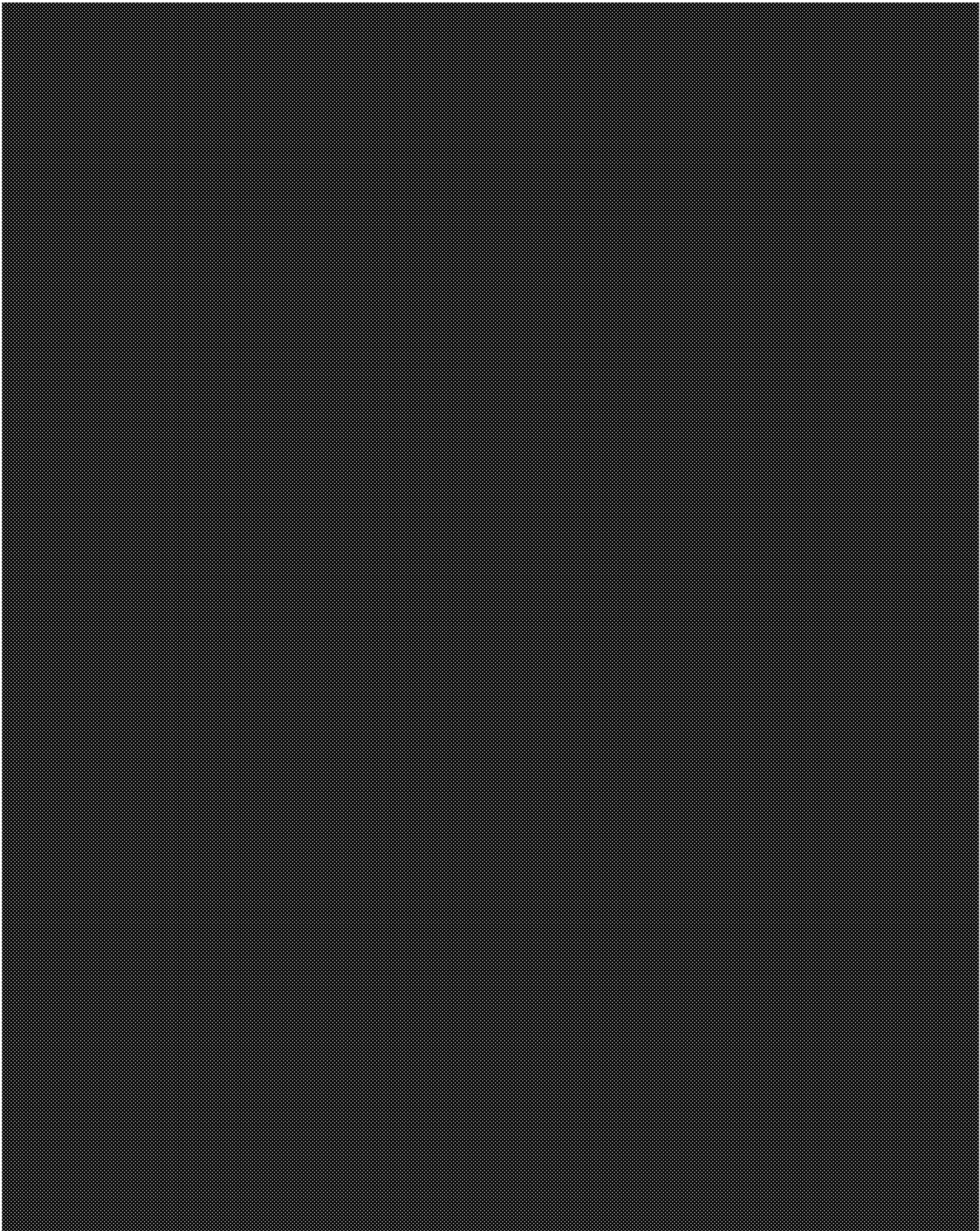


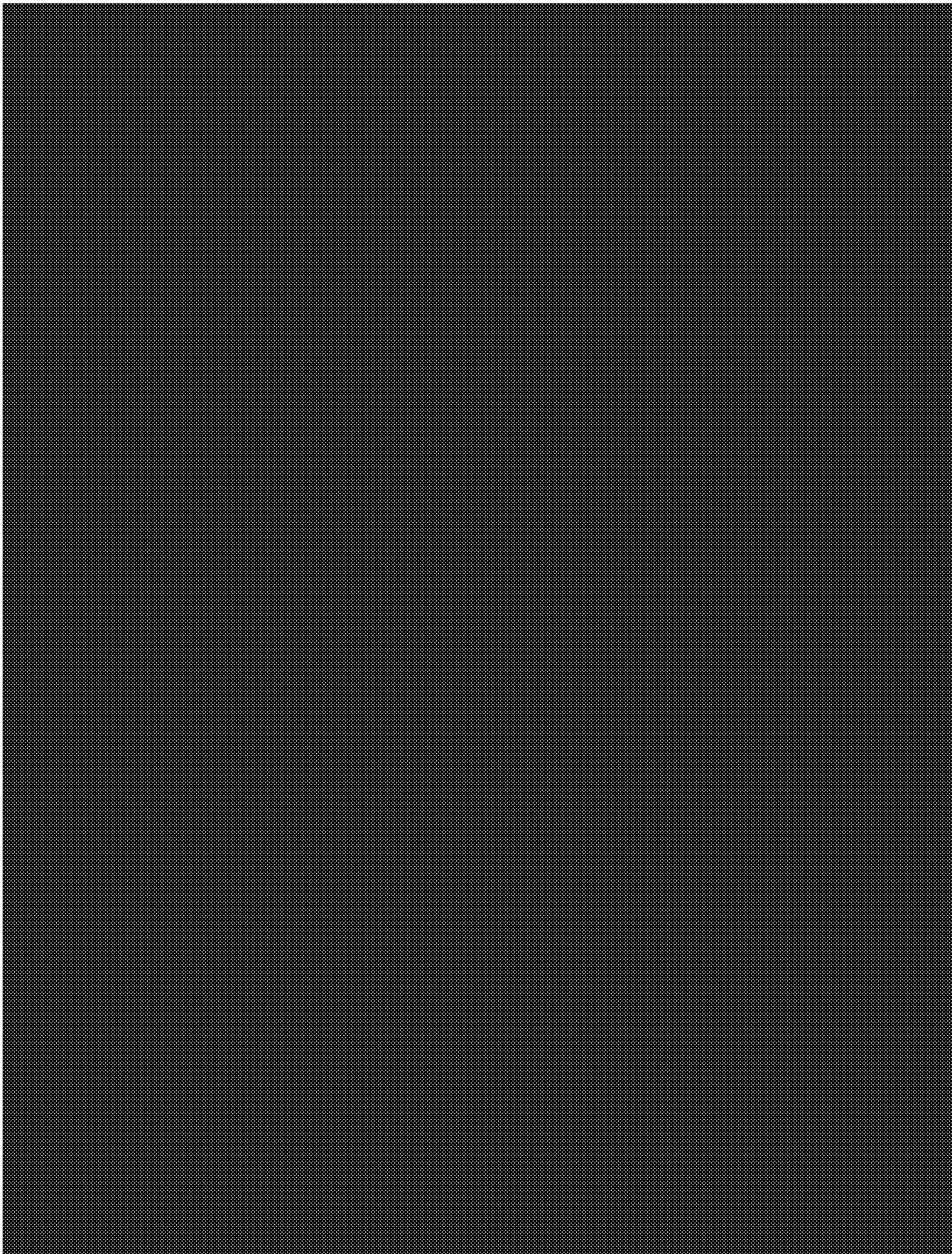


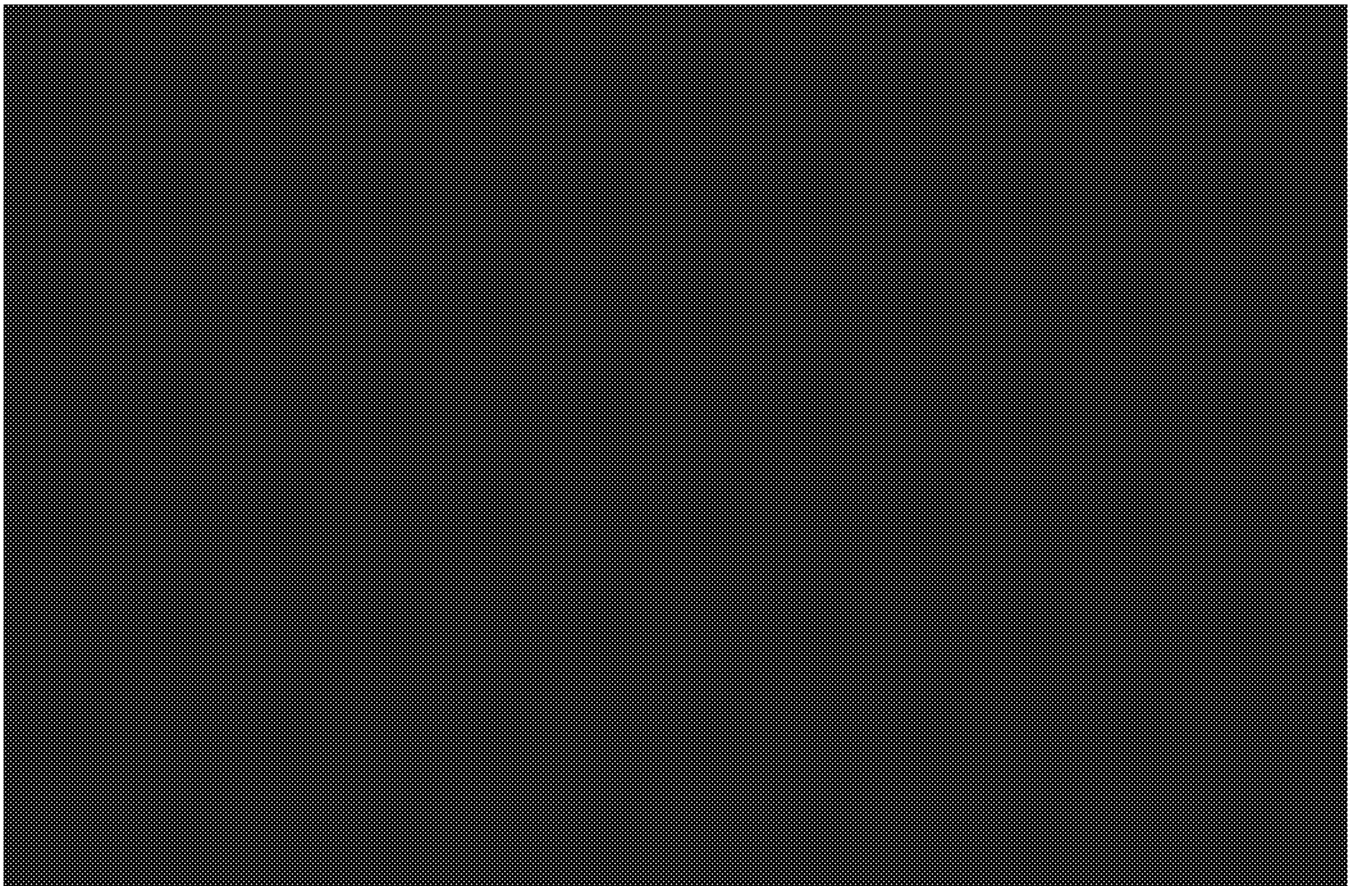













*Signature page follows.*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered on the date first above written.

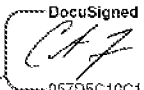
**SELLER:**

Metacog, Inc.

By:   
Name: VICTORIA PORRAS  
Title: CEO

**BUYER:**

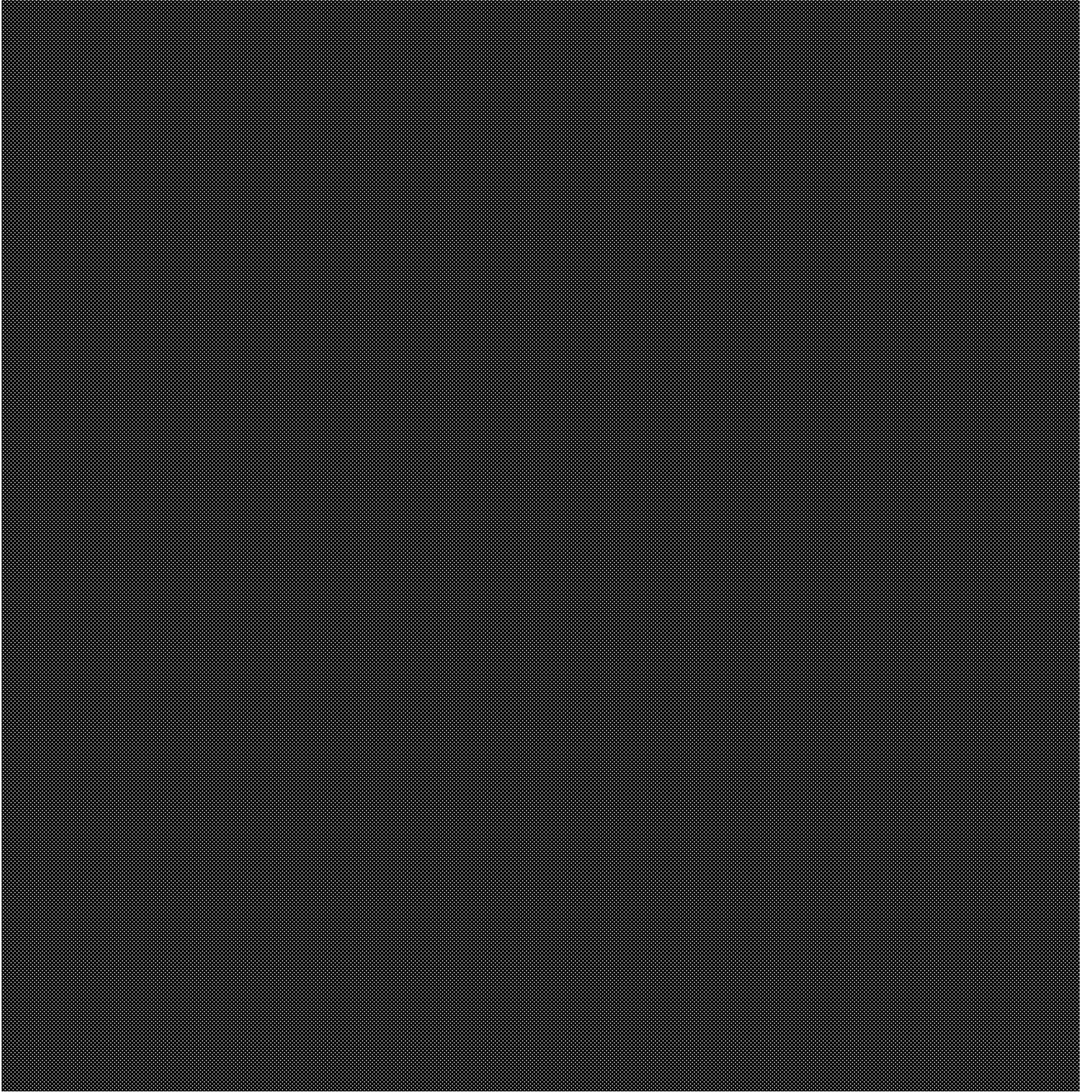
International Internet Testing Association,

By:   
Name: Courtney Forig  
Title: Secretary

Signature Page to Asset Purchase Agreement.

SCHEDULE 1(a)(ii)

PROPRIETARY RIGHTS





METACOG Trademark Registration	Enhanced protection against misappropriation by third parties.	USPTO Serial Number 87-730,987 The notice of publication is in the Due Diligence folders to which Buyer has been provided access.	
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