

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563063

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alinean, Inc.		02/20/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Mediafly, Inc.		
Street Address:	150 N. Michigan Avenue		
Internal Address:	Suite 2000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4444716	VALUESTORY	
Registration Number:	4469386	PPT	
Registration Number:	4220539	FIGHT FRUGALNOMICS	
Registration Number:	4131211	ALINEAN	
Registration Number:	3518900	ROI ANALYST	
Serial Number:	85395156	MARKETING HIERARCHY OF NEEDS	
Serial Number:	85395141	A	
Serial Number:	85395137	IT HIERARCHY OF NEEDS	
Serial Number:	85395131	SOCIAL MEDIA HIERARCHY OF NEEDS	
Serial Number:	85395113	INTERACTIVE SMART CONTENT	
Serial Number:	85395104	SOCIAL MEDIA VALUE CHAIN	
Serial Number:	77115871	ROI CALCULATOR	
Registration Number:	3019948	ROIT	
Registration Number:	2940165	RETURN ON IT	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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>			

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TRADEMARK

Phone: 4042337000
Email: mmccaskill@mmmlaw.com
Correspondent Name: Montrell McCaskill
Address Line 1: 1600 Atlanta Financial Center
Address Line 2: 3343 Peachtree Road, N.E.
Address Line 4: Atlanta, GEORGIA 30326

ATTORNEY DOCKET NUMBER: 35487-129500

NAME OF SUBMITTER: Montrell McCaskill

SIGNATURE: /Montrell McCaskill/

DATE SIGNED: 02/20/2020

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”) is made and entered into as of the latest signature date indicated in the signature block at the end of this Assignment (“**Effective Date**”) by and among Alinean, Inc. a Delaware corporation (“**Assignor**”), and Mediafly, Inc., a Delaware corporation (“**Assignee**”) (collectively, the “**Parties**,” and singularly, each a “**Party**”).

WHEREAS, in connection with the sale of assets to Assignee by Assignor, as contemplated by and pursuant to that certain Agreement and Plan of Merger dated October 24, 2018, by and between Assignor and Assignee (the “**Agreement**”), the trademarks and trademark registrations owned by Assignor, identified in Schedule A attached herein (the “**Marks**”), are to be transferred to Assignee; and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, confirming the assignment of all of Assignor’s right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for good and valuable consideration recited in the Agreement, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to the Marks, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s right, title and interest in and to any and all trademark rights related to the Marks, including but not limited to the trademarks and trademark registrations listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Marks, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Marks, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Marks hereunder and, if appropriate, to assure that the transfer of the Marks is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee’s sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Marks to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Marks in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Marks.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature page to follow.]

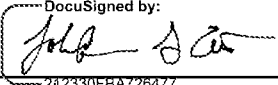
IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

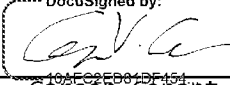
ASSIGNOR:

ASSIGNEE:

Alinean, Inc.

Mediafly, Inc.

DocuSigned by:

By: _____
Name: John Evarts
Title: Vice President
Date: 2/20/2020

DocuSigned by:

By: _____
Name: Carson Conant
Title: CEO
Date: 2/20/2020

SCHEDULE A

MARK	SERIAL / REG. NO. / JURISDICTION	FILING / REGISTRATION DATE	STATUS
VALUESTORY	85/673,692 4,444,716 United States	07-11-2012 12-03-2013	Registered
PPT	85/904,566 4,469,386 United States	04-15-2013 01-21-2014	Registered
FIGHT FRUGALNOMICS	85/395,120 4,220,539 United States	08-11-2011 10-09-2012	Registered
ALINEAN	85/395,151 4,131,211 United States	08-11-2011 04-24-2012	Registered
ROI ANALYST	77/115,860 3,518,900 United States	02-26-2007 10-21-2008	Registered
MARKETING HIERARCHY OF NEEDS	85/395,156 N/A United States	08-11-2011 N/A	Abandoned Application
A	85/395,141 N/A United States	08-11-2011 N/A	Abandoned Application

MARK	SERIAL / REG. NO. / JURISDICTION	FILING / REGISTRATION DATE	STATUS
IT HIERARCHY OF NEEDS	85/395,137 N/A United States	08-11-2011 N/A	Abandoned Application
SOCIAL MEDIA HIERARCHY OF NEEDS	85/395,131 N/A United States	08-11-2011 N/A	Abandoned Application
INTERACTIVE SMART CONTENT	85/395,113 N/A United States	08-11-2011 N/A	Abandoned Application
SOCIAL MEDIA VALUE CHAIN	85/395,104 N/A United States	08-11-2011 N/A	Abandoned Application
ROI CALCULATOR	77/115,871 N/A United States	02-26-2007 N/A	Abandoned Application
ROIT	78/399,097 3,019,948 United States	04-08-2004 11-29-2005	Cancelled Registration
RETURN ON IT	78/400,662 2,940,165 United States	04-13-2004 04-12-2005	Cancelled Registration