

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565014

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900535164

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ISGN Corporation		01/29/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	LS Tempo, LLC
Street Address:	1000 Continental Drive, Suite 500
City:	King of Prussia
State/Country:	PENNSYLVANIA
Postal Code:	19406
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	85444527	CATAPULT
Serial Number:	76225460	GATORS
Serial Number:	85613462	INTELLIGENT SOLUTIONS. GETTING NOTICED.
Serial Number:	85444814	LENSTAR
Serial Number:	86534555	LOANDYNAMIX
Serial Number:	86536177	LOANKINETIX
Serial Number:	86550253	LOANMOMENTUM
Serial Number:	86586787	LOANTEMPO
Serial Number:	88128768	LOANTEMPO
Serial Number:	86064300	LSAMS
Serial Number:	86598518	POWERHUB
Serial Number:	85777197	TEMPO
Serial Number:	86064373	TRANSFORMING THE BORROWER EXPERIENCE

CORRESPONDENCE DATA

Fax Number: 9495676710

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.

Phone: 5039434828

Email: mweddington@orrick.com, ipprosecution@orrick.com
Correspondent Name: Orrick, Herrington & Sutcliffe LLP
Address Line 1: 2050 Main St., Suite 1100
Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER: 38528.6000

NAME OF SUBMITTER: Kristin S. Cornuelle

SIGNATURE: /Kristin S. Cornuelle/

DATE SIGNED: 03/03/2020

Total Attachments: 9

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source=Sagent Acquisition - Intellectual Property Assignment Agreement#page7.tif
source=Notice#page1.tif
source=CoverSheet#page1.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of January 29, 2020, by and between LS Tempo, LLC, a Delaware limited liability company (“**Assignee**”), and ISGN Corporation, a Delaware corporation (“**Assignor**”), pursuant to that certain Asset Purchase Agreement by and between Assignee, Assignor and CFCL Ventures Limited (“**Parent**”), an exempted company incorporated under the laws of the Cayman Islands with registration number 183954 and having its registered office at c/o Maples Corporate Services Limited, Ugland House, South Church Street, George Town, Cayman Islands, dated as of December 20, 2019 (the “**Purchase Agreement**”). Capitalized terms used in this Agreement but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement.

WHEREAS, ASSIGNOR is the owner of the Seller Registered Intellectual Property Rights listed in Exhibit A attached hereto (the “**Specified IP**”); and

WHEREAS, pursuant to the Purchase Agreement, ASSIGNOR has agreed to assign to ASSIGNEE all of ASSIGNOR’S right, title and interest in and to the Specified IP on the Closing Date.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement, and the covenants and agreements in this Assignment, and to induce ASSIGNEE to consummate the transactions contemplated by the Purchase Agreement, ASSIGNOR agrees as follows:

1. **ASSIGNMENT**. Effective as of Closing, ASSIGNOR hereby assigns, sells, transfers and conveys to ASSIGNEE all of ASSIGNOR’S right, title and interest in, to and under the Specified IP, and all goodwill pertaining thereto; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR’S favor for infringement or other violation of the aforesaid rights, including the right for past infringement damages, to have and to hold the same unto ASSIGNEE absolutely.

2. **MISCELLANEOUS**.

a. **Subject to Purchase Agreement**. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits thereof, and the assets and interests being conveyed hereunder are hereby conveyed to ASSIGNEE subject to the terms and conditions contained in the Purchase Agreement.

b. **Governing Law**. This Assignment, the rights of the parties hereunder and all Actions arising in whole or in part under or in connection herewith, will be governed by and construed and enforced in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

c. **Counterparts**. This Assignment may be executed in one or more counterparts, any one of which may be by facsimile or digital imaging device (i.e., pdf format), all of which taken together shall constitute one and the same instrument.

d. Binding Effect. This Assignment shall be binding on and inure to the benefit of the respective successors and assigns of ASSIGNOR and ASSIGNEE. Nothing in this instrument, express or implied, is intended to confer on any person, other than ASSIGNOR and ASSIGNEE and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this instrument.

e. Integration. ASSIGNOR and ASSIGNEE acknowledge and agree that this Assignment is intended only to document the conveyance of the assets and interests contemplated herein to ASSIGNEE and that the Purchase Agreement is the exclusive source of the agreement and understanding between ASSIGNEE and ASSIGNOR respecting such assets and interests. The terms of the Purchase Agreement, including the representations, warranties, covenants, agreements and indemnities contained therein, are incorporated herein by this reference. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded, expanded or otherwise affected hereby, but shall remain in full force and effect to the fullest extent provided in the Purchase Agreement. Except as specifically set forth in the Purchase Agreement or explicitly provided herein, ASSIGNOR makes no representations, warranties, covenants, agreements, or indemnities with respect to the Specified IP. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment as of the date first set forth above.

ISGN CORPORATION (ASSIGNOR)

By: 
Name: AMIT KOTHIYAL
Title: Chief Executive Officer

Acknowledged:

LS TEMPO, LLC (ASSIGNEE)

By: _____
Name:
Title:

IN WITNESS WHEREOF, ASSIGNOR has executed and ASSIGNEE has acknowledged this Assignment as of the date first set forth above.

ISGN CORPORATION (ASSIGNOR)

By: _____
Name:
Title:

Acknowledged:

LS TEMPO, LLC (ASSIGNEE)

By: Bret Leech
Name: Bret Leech
Title: Chief Executive Officer

EXHIBIT A

Patents:

Title	Jurisdiction	Filing Date	App. No.	Issue Date	Patent No.	Current Status
Systems and Methods of Conducting a Self-Assessment for Regulatory Compliance	USA	9/26/2014	14/497,436	N/A	N/A	Abandoned

Copyrights:

Title	Jurisdiction	Year	Reg. No.	Type of Work	Description	Copyright Claimant
Catapult	USA	2011	TXu001792263	Computer File	Electronic file (eService)	ISGN Corporation
FORTRACS	USA	2000	TX0007449297	Text	CD-ROM : Print material	MortgageHub, an ISGN Company, Transfer: Written agreement. Address: ISGN Corporation, Inc., c/o Carolyn Matkov, General Counsel

Trademarks:

Title	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.
CATAPULT	United States	Oct. 11, 2011	85444527	Nov. 27, 2012	4248779
GATORS	United States	Mar. 14, 2001	76225460	Jan. 15, 2002	2529752
INTELLIGENT	United States	May 1, 2012	85613462	Dec. 18,	4261274

Title	Jurisdiction	App. Date	App. No.	Reg. Date	Reg. No.
SOLUTIONS. GETTING NOTICED.				2012	
LENSTAR	United States	Oct. 11, 2011	85444814	June 5, 2012	4154022
LOANDYNAMIX	United States	Feb. 13, 2015	86534555	May 17, 2016	4961278
LOANKINETIX	United States	Feb. 16, 2015	86536177	---	---
LOANMOMENTUM	United States	Mar. 2, 2015	86550253	Oct. 25, 2016	5069395
LOANTEMPO	United States	Apr. 3, 2015	86586787	---	---
LOANTEMPO	United States	Sept. 24, 2018	88128768	---	---
LSAMS	United States	Sept. 13, 2013	86064300	Apr. 15, 2014	4514677
POWERHUB	United States	Apr. 15, 2015	86598518	---	---
TEMPO	United States	Nov. 12, 2012	85777197	Nov. 12, 2013	4431268
TRANSFORMING THE BORROWER EXPERIENCE	United States	Sept. 13, 2013	86064373	Apr. 15, 2014	4514679

Domain Names:

tempomortgage.com
 lsams.com
 mortgagehub.com
 mortgagecatalyst.com
 loankinetix.com
 mortgagekinetix.com
 dynatek.com
 gatorsnet.net
 gatorsasp.net
 asset-doctor.com
 compliancegps.com
 lenstar.com
 loandynamix.com
 lenstarweb.net
 loantempo.com
 pluginpartnernetwork.net

lenstarweb.com
gatorsasp.com
bridgelink.com
fortracs.com
dynatekweb.com
dynatekppn.com
mortgageplugins.com
pluginpartnernetnetwork.com
e-xmlsolutions.com
morvision.com
isgnfs.com
isgnloankinetix.com
isgn.com
isgntech.com
isgnpowerhub.com
isgnloantempo.com
isgntempo.com
isgnloanmomentum.com
isgnloandynamix.com
isgntechnologies.com
isgnmortgage.com
oneisgn.com
isgnriskcheck.com