

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	07/08/2020		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Neuralify, LLC		07/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alsbridge, Inc.		
Street Address:	2187 Atlantic Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5534128	NEURALIFY	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	210-978-7404		
Email:	lori.lapidario@haynesboone.com		
Correspondent Name:	Lori Lapidario		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 2:	Haynes and Boone, LLP		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	44381.108US01		
NAME OF SUBMITTER:	Lori Lapidario		
SIGNATURE:	/Lori Lapidario/		
DATE SIGNED:	08/03/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of July 8, 2020 (the "Effective Date"), by and between the Neuralify, LLC, a Delaware limited liability company, with address at 60 Thoreau Street, Suite 305, Concord, Massachusetts 01742, United States (the "ASSIGNOR") and Alsbridge, Inc., a Texas corporation, with the address of 2187 Atlantic Street, Stamford, Connecticut 06902, United States (the "ASSIGNEE").

WHEREAS ASSIGNOR is the owner of all right, title, and interest in and to the trademark NEURALIFY, including U.S. Trademark Registration No. 5,534,128 as listed below (the "Trademark");

Mark	U.S. Trademark App. No.	Filing Date	U.S. Trademark Reg. No.	Registration Date
NEURALIFY	87/715,790	Dec. 11. 2017	5,534,128	Aug. 7, 2018

WHEREAS, ASSIGNOR desires to sell, assign, and transfer all of its right, title and interest, in and to the Trademark to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring ASSIGNOR'S right, title and interest in and to the trademark.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) to the said Assignor in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ASSIGNOR as of the Effective Date, hereby assigns, transfers and conveys to ASSIGNEE, its successors, assigns and legal representatives, all rights, title, and interest in and to the Trademark, together with all the goodwill symbolized by the Trademark, and all rights, claims, and privileges pertaining to the Trademark, including without limitation: common law rights to the underlying marks, and the right to sue for and recover damages, profits, and all other remedies for any past, present, and future infringement of any of the foregoing.

ASSIGNOR will, upon written request and at the expense of ASSIGNEE, its successors and assigns, execute reasonable documents and participate in such reasonable actions as ASSIGNEE deems necessary to perfect its title to any and all rights in the Trademark conveyed hereunder, including, without limitation, assistance in any proceedings before the United States Trademark Office, and providing evidence supporting ASSIGNOR's prior use of the Trademark.

ASSIGNOR will retain no rights in the Trademark and will not use the Trademark except as permitted by ASSIGNEE.

ASSIGNOR further authorizes and requests the United States Commissioner of Patents and Trademarks to issue any and all registrations resulting from the Trademark to ASSIGNEE as owner of the entire interest in the Trademark.

ASSIGNOR covenants that it will make no attempt, either directly or indirectly, to challenge the Trademark or undertake any act inconsistent with ASSIGNEE's rights in the Trademark, including but not limited to, attempting to register the Trademark, or any marks similar thereto, or bringing any action or proceeding to contest the validity of or otherwise challenge the Trademark, or any marks similar thereto.

ASSIGNOR represents and warrants that (i) the Trademark has been in continuous use since the respective First Use in Commerce Dates set forth in U.S. Trademark Registration No. 5,534,128; (ii) the Trademark is owned by ASSIGNOR and ASSIGNOR has the full right to convey the entire interest assigned hereunder; (iii) it knows of no other actual or potential claims or actions or use by third parties that would impair or have a tendency to impair the value of the Trademark; and (iv) it has not executed and will not execute any agreement in conflict herewith.

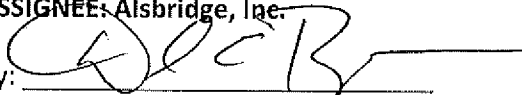
ASSIGNOR: Neuralify, LLC

By: _____

Name: _____

Title: _____

ASSIGNEE: Alsbridge, Inc.

By:  _____

Name: David E Berger

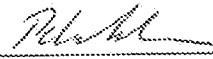
Title: EVP CFO

ASSIGNOR covenants that it will make no attempt, either directly or indirectly, to challenge the Trademark or undertake any act inconsistent with ASSIGNEE's rights in the Trademark, including but not limited to, attempting to register the Trademark, or any marks similar thereto, or bringing any action or proceeding to contest the validity of or otherwise challenge the Trademark, or any marks similar thereto.

ASSIGNOR represents and warrants that (i) the Trademark has been in continuous use since the respective First Use in Commerce Dates set forth in U.S. Trademark Registration No. 5,534,128; (ii) the Trademark is owned by ASSIGNOR and ASSIGNOR has the full right to convey the entire interest assigned hereunder; (iii) it knows of no other actual or potential claims or actions or use by third parties that would impair or have a tendency to impair the value of the Trademark; and (iv) it has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR: Neuralify, LLC

ASSIGNEE: Alsbridge, Inc.

By: 

By: _____

Name: PETER KIRLANOV

Name: _____

Title: CHIEF FINANCIAL OFFICER

Title: _____

State of Connecticut)
) SS.
County of Fairfield)

I, DANI WEHRMANN, a Notary Public in and for the County and State aforesaid, do hereby certify that DAVID BERGER personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 30th day of July, 2020.

Dani R. Wehrmann

Notary Public

[SEAL]

DANI R. WEHRMANN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2021

State of MA)
) SS.
County of SUFFOLK)

I, PAUL MAHANNA, a Notary Public in and for the County and State aforesaid, do hereby certify that PETER A. KIRKMAN personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 31st day of JULY, 2020.

Paul Mahanna
Notary Public

[SEAL]

