

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671753

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900638632		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affectlayer, Inc		07/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ZoomInfo Converse LLC		
Street Address:	805 Broadway St., Suite 900		
City:	Vancouver		
State/Country:	WASHINGTON		
Postal Code:	98660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	87068523	CHORUS	
Serial Number:	90235256	CHORUS	
Serial Number:	87068554	CHORUS.AI	
Serial Number:	88310138	CLONE YOUR CLOSERS	
Serial Number:	90178288	MAKE EVERY INTERACTION COUNT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	503.802.2170		
Email:	trademark@tonkon.com		
Correspondent Name:	Parna A. Mehrbani		
Address Line 1:	888 SW Fifth Ave., Suite 1600		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	39844-9000		
NAME OF SUBMITTER:	Parna A. Mehrbani		
SIGNATURE:	/Parna A. Mehrbani/		
DATE SIGNED:	09/01/2021		

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“**IP Assignment**”), dated as of July 12, 2021, is made by and between AffectLayer, Inc., a Delaware corporation (“**Seller**”), and ZoomInfo Converse LLC, a Delaware limited liability company (“**Buyer**”), as the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated as of July 11, 2021 among Buyer, Seller and Shareholder Representative Services LLC, a Colorado limited liability company, solely in the capacity of the representative of the Seller (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the inventions described in the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; *provided that*, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) the copyright registrations, and applications for registration, and exclusive copyright licenses set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) all other trade secrets, know-how, data, databases, and other proprietary information owned by Assignor and necessary for use in the Business (as defined in the Purchase Agreement) as it has been and is currently conducted, and all documents, notes, and other materials documenting or embodying the trade secrets and other proprietary information;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for

such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. No Conflicts; Recordation and Further Actions. Seller hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made which would conflict with this assignment contemplated by this IP Assignment. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary (a) to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto, and (b) for the making and prosecution of applications for any and all application(s) for United States and/or foreign letters patent(s) on said invention(s), for litigation regarding any and all application(s) and/or letter patent(s), and/or for the purpose of protective title to said invention(s), application(s) and/or patent(s) therefor.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

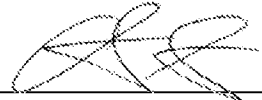
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would result in the application of laws of a different jurisdiction.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

BUYER:

ZOOMINFO CONVERSE LLC

By: 
Name: Anthony Stark
Title: Vice President & Secretary

Signature page to Intellectual Property Assignment

Schedule 2: Trademarks

Mark	Application No. Registration No.	Filing Date Registration Date	Country
CHORUS	1,812,732	2016 December 6	Canada
CHORUS	3214611 3214611	2017 February 23 2017 June 9	United Kingdom
CHORUS	304056480 304056480	2017 February 23 2017 November 1	Hong Kong
CHORUS	87068523	2016 June 12	US
CHORUS.AI	1,812,745	2016 December 6	Canada
CHORUS.AI	87068554	2016 June 12	US
CHORUS	1,812,729	2016 December 6	Canada
CHORUS	23342191 23342191	2018 August 29 2018 April 14	China
CHORUS	23342192 23342192	2017 August 29 2019 January 28	China
CHORUS	3220553 3220553	2017 March 23 2017 June 9	United Kingdom
CHORUS	304085965 304085965	2017 March 22 2017 November 2	Hong Kong
CHORUS	90235256	2020 October 5	US
CLONE YOUR CLOSERS	88310138 5844809	2019 February 21 2019 August 27	US
MAKE EVERY INTERACTION COUNT	90178288	2020 September 14	US