# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM732576

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Market Track, LLC		04/29/2022	Limited Liability Company: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Wiser Solutions, Inc.
Street Address:	1730 S. El Camino Real
Internal Address:	Suite 500, Attn Charles Andrew Ballard
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94402
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	4900110	360PI
Registration Number:	3078349	CHANNEL IQ

# **CORRESPONDENCE DATA**

Fax Number: 2123553333

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: 212-813-8800

Email: NY-TM-Admin@goodwinprocter.com GOODWIN PROCTER LLP/Janis Nici **Correspondent Name:** 

Address Line 1: 620 Eighth Avenue

Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Janis Nici
SIGNATURE:	/janis nici/
DATE SIGNED:	06/06/2022

# **Total Attachments: 4**

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# TRADEMARK ASSIGNMENT

This Patent Rights Assignment (this "Assignment") is made effective this 29th day of April, 2022, by and between Market Track, LLC, a Delaware limited liability company ("Assignor") and Wiser Solutions, Inc., a corporation organized and existing under the laws of Delaware ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "<u>Purchase Agreement</u>"), pursuant to which Assignor transferred, sold and conveyed to Assignee certain assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist therein and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

TRADEMARK REEL: 007743 FRAME: 0818

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: MARKET TRACK, LLC

Signature:

Name:

En Belcher

Title:

CEO and President

# **NOTARIZATION**

On this 2 day of Morch, 2022, before me, the undersigned Notary Public, personally appeared Eric Pelcher, proved to me through satisfactory evidence of identification, which was/were Drivers License, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

My Commission Expires: Jan 5, 2026

(Seal)

LINDSEY LEIDING Official Seal Notary Public - State of Hillnois My Commission Expires Jan 5, 2028

Signature page to Trademark Assignment

TRADEMARK REEL: 007743 FRAME: 0819

IN WITNESS WHEREOF, A executed as a sealed instrument by twritten above.		rignee have caused this Assignment to rized representatives as of the date	
	ASSIGNOR: Name: Signature: Title:		
	NOTARIZ	ATION	
On this day of personally appeared identification, which was/were signed on the preceding or attached do contents of the document are truthful a The above-indicated individual is duly Assignor and executed this document	ocument, and whand accurate to to	, to be the person whose name is no swore or affirmed to me that the he best of his/her knowledge and belie execute this document singly on behalf	s ef.
Signature of Notary		(Seal)	
My Commission Expires:	ASSIGNEE:	WISER SOLUTIONS, INC.	
notary public or other officer completing this conflicate	Name:	C. Andrew Ballard	
rifies only the identity of the individual who signed the current to which this certificate is attached, and not the traditioness, accuracy, or validity of that document.	Signature: Title:	CEO CEO	
On this 27 day of	towns d/nas ocument, and when decurate to to authorized to e of his/her own f	figures to be the person whose name is no swore or affirmed to me that the the best of his/her knowledge and believecute this document singly on behalf	s ef.

Signature page to Trademark Assignment

ACTIVE/116345959.1

# Exhibit A

# Marks

Mark	Jurisdiction	Application No. & Date	Registration No. & Date
360PI	United States	86/161457	4900110
		9-Jan-2014	16-Feb-2016
CHANNEL IQ	United States	76/636638	3078349
		21-Apr-2005	11-Apr-2006
360PI	Canada	1634874	TMA909005
		12-Jul-2013	20-Jul-2015
360PRICE	Canada	1792069	TMA993866
		19 <b>-J</b> ul-2016	5-Apr-2018
PRICEVISION	Canada	1629729	TMA926469
		5-Jun-2013	20-Jan-2016
PRICEVISION	WIPO		1165566
	International		5-Jun-2013
	(AU only		
	designation)		
COMMERCIALLY	Australia	1783562	1783562
RETAIL		14-Jul-2016	16-Feb-2017

Exhibit A - Trademark Assignment

**RECORDED: 06/06/2022**