

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1223509

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900853661		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Circana, LLC		03/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	NKH LLC		
Street Address:	399 S Main Street		
City:	Suffield		
State/Country:	CONNECTICUT		
Postal Code:	06078		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5254936	DATA LADDER	
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:	4137314730		
Email:	srp@raipher.com		
Correspondent Name:	Mr. Samuel Prickett		
Address Line 1:	265 State Street		
Address Line 4:	Springfield, MASSACHUSETTS 01103		
NAME OF SUBMITTER:	Samuel Prickett		
SIGNATURE:	Samuel Prickett		
DATE SIGNED:	05/10/2024		
Total Attachments: 5			
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SELLER INTELLECTUAL PROPERTY ASSIGNMENT

This SELLER INTELLECTUAL PROPERTY ASSIGNMENT (“IP Assignment”), effective as of March 29, 2024, is by and among Circana, LLC, a Delaware limited liability company (“Assignor”), and NKH LLC, a Connecticut limited liability company, (“Assignee”), pursuant and subject to that certain Asset Purchase Agreement, dated as of March 29, 2024 (the “Purchase Agreement”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor and has agreed to execute and deliver this IP Assignment,

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Sale, Transfer and Assignment of the Data Ladder IP.** Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and permitted assigns, all of Assignor’s right, title and interest in and to, and all goodwill associated with, the Data Ladder IP, including without limitation, the Data Ladder IP identified on Schedule 1 hereto, subject in all respects to each and all of the terms and provisions of the Purchase Agreement.

2. **Binding Instrument.** This IP Assignment shall be binding upon and inure to the benefit of the parties to the Purchase Agreement and their respective successors and permitted assigns. All representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement or any other Transaction Document shall survive the execution and delivery of this IP Assignment and shall continue in full force and effect, in each case, as and to the extent provided in such Transaction Document. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Data Ladder IP being assigned hereby except as specifically set forth in the Purchase Agreement. If there is any conflict between the terms and provisions of this IP Assignment and those of the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. **Counterparts; Electronic Transmission.** This IP Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, constitute one and the same instrument. Signatures hereto may be delivered by facsimile or electronic (.pdf) transmission, each of which shall be deemed originals.


4. **Governing Law.** This IP Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to its conflict of laws principles.

5. **Amendment.** This IP Assignment may not be modified or amended without the prior written consent of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed and delivered this IP Assignment effective as of the date first set forth above.

ASSIGNEE:

NKH LLC

By: 
Nathan Krol (Mar 28, 2024 14:46 EDT)

Name: Nathan Krol

Title: Owner

ASSIGNOR:

CIRCANA, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned have executed and delivered this IP Assignment effective as of the date first set forth above.

ASSIGNEE:

NKH LLC

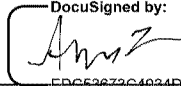
By: _____

Name: _____

Title: _____

ASSIGNOR:

CIRCANA, LLC

By:  _____
EDC53673C4934B3...

Name: Anne Bramman

Title: cfo&cgo

Schedule 1

Assigned IP

1. Trademark: Data Ladder Registered 8/1/17 US
2. Domain Names: Dataladder.com, dataladder.org, Dataladder.net






Data Ladder - Seller IP Assignment (Execution Version)

Final Audit Report

2024-03-28

Created:	2024-03-28
By:	Samuel Prickett (srp@raipher.com)
Status:	Signed
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"Data Ladder - Seller IP Assignment (Execution Version)" History

-  Document created by Samuel Prickett (srp@raipher.com)
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