

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4676380

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NEURENSIC, INC.	10/06/2017
RECEIVING PARTY DATA	
Name:	TRADING TECHNOLOGIES INTERNATIONAL, INC.
Street Address:	222 S. RIVERSIDE PLAZA
Internal Address:	SUITE 1100
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15294044
CORRESPONDENCE DATA	
Fax Number:	(312)476-1001
<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:	3124761000
Email:	patentreporting@tradingtechnologies.com
Correspondent Name:	TRADING TECHNOLOGIES INTERNATIONAL, INC.
Address Line 1:	222 S. RIVERSIDE PLAZA
Address Line 2:	SUITE 1100
Address Line 4:	CHICAGO, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	61910-158785
NAME OF SUBMITTER:	MONIKA DUDEK
SIGNATURE:	/Monika Dudek/
DATE SIGNED:	11/06/2017
Total Attachments: 3	
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of October 6, 2017, is made by NEURENSIC, INC., a Delaware corporation (the "Company"), in favor of TRADING TECHNOLOGIES INTERNATIONAL, INC., a Delaware corporation (the "Buyer"), pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Purchase Agreement"), between the Company and the Buyer. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, the Company has agreed to sell, convey, assign, transfer and deliver to the Buyer, among other assets, the Intellectual Property of the Company used in the Business.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby sells, conveys, assigns and transfers to the Buyer all of the Company's right, title and interest throughout the world in and to the Intellectual Property, including but not limited to the following:

- 1.1 (a) all patents and applications therefor, and all reissues, reexaminations, divisions, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part thereof, and all patents, applications, registrations and filings claiming priority to or serving as a basis for priority thereof; (b) all inventions, invention disclosures, developments and improvements, trade secrets, research data, confidential information, know how, technology, business methods, formulae, and customer lists, tangible or intangible proprietary information, whether or not patented or the subject of an application for patent and whether or not patentable; (c) all computer software in any form (including interpreted or compiled source code, object code, development documentation, programming tools, drawings, specifications, data and firmware), databases and data collections, works of authorship, documentation, designs, and graphic works, including all copyrights and other rights of authorship corresponding to each of the foregoing, in each case whether or not registered or the subject of an application for registration and whether or not registrable; (d) all mask works and rights associated therewith, whether or not registered or the subject of an application for registration and whether or not registrable; (e) all trademarks, design marks, logos, service marks, certification marks, official marks, trade names, business names, corporate names, trade dress, and other characters, brand elements or other distinguishing features used in connection with goods or services, whether or not registered or the subject of an application for registration and whether or not registrable, and all related goodwill; (f) all Web addresses, websites and domain names and numbers; and (g) any and all similar or equivalent rights to any of the foregoing anywhere in the world, including any application, registration or renewal therefor.

- 1.2 all rights of any kind whatsoever of the Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- 1.3 all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the foregoing; and
- 1.4 any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, for damages and injunctive 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.

The Company agrees to execute and deliver to the Buyer such further instruments and documents as are reasonably necessary hereafter to fully assign the Company's interest in any of the Intellectual Property. The Company also agrees to hereafter cooperate with the Buyer by doing, or causing to be done, such other acts and things as are reasonably necessary to fully effect the assignment of the Company's interest in any of the Intellectual Property.

The provisions of this IP Assignment are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this IP Assignment to the extent indicated in the Purchase Agreement. Nothing contained in this IP Assignment shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this IP Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This IP Assignment shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of the Buyer and its successors and assigns. This IP Assignment may only be amended, modified or supplemented pursuant to a written instrument executed and delivered by the Company and the Buyer.

This IP Assignment shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois.

This IP Assignment may be executed in counterparts. Each executed counterpart of this IP Assignment will constitute an original document, and all executed counterparts, together, will constitute the same agreement. Facsimile signatures or signatures scanned into .pdf (or similar) format and sent by e-mail shall be deemed original signatures.

[Signature Page Follows]

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

NEURENSIC, INC.

By: 

Name: David Widerhorn

Title: Chief Executive Officer

TRADING TECHNOLOGIES
INTERNATIONAL, INC.

By: 

Name: Michael Ryan

Title: Executive Vice President and
General Counsel

[Signature Page to Intellectual Property Assignment (Neurensic to Trading Technologies)]