

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434056

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Western Bank		06/29/2017	Chartered Bank: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Deloitte Development LLC		
Street Address:	4022 Sells Drive		
City:	Hermitage		
State/Country:	TENNESSEE		
Postal Code:	37076		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86313217	PREDICTIVE SOCIAL INTELLIGENCE	
Serial Number:	86313210		
Serial Number:	86313195	BLABPREDICTS	
Serial Number:	86313174	BLAB	
CORRESPONDENCE DATA			
Fax Number:	2127158100		
<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:	2127159100		
Email:	kpatent@kramerlevin.com		
Correspondent Name:	KRAMER LEVIN NAFTALIS & FRANKEL LLP		
Address Line 1:	1177 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
NAME OF SUBMITTER:	Helen T. Hu		
SIGNATURE:	/Helen T. Hu/		
DATE SIGNED:	07/06/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of June 29, 2017, by and between Pacific Western Bank, a California state chartered bank and successor in interest by merger to Square 1 Bank ("Assignor"), and Deloitte Development LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Blab, Inc., a Delaware corporation ("Debtor") are parties to that certain Loan and Security Agreement dated as of June 29, 2015 (such agreement, as amended, supplemented or modified, together with all documents, instruments and agreements related thereto, being, collectively, the "Loan Documents").

WHEREAS, pursuant to the Loan Documents, in order to secure Debtor's prompt payment and performance of its obligations under the Loan Documents, Debtor granted to Assignor, and Assignor currently possesses, a security interest in and lien upon certain assets of Debtor, including all of the domestic and foreign trademarks, trade dress, service marks, trade names, business names, icons, logos, slogans, social media identifiers and any other indicia of source or sponsorship of goods and services, designs and logotypes related to the above, in each case, set forth on Schedule A attached hereto, in any and all forms, all trademark registrations and applications for registration related to such trademarks (including intent to use applications), and all goodwill related to the foregoing (all of the aforesaid being hereinafter collectively referred to as the "Trademarks").

WHEREAS, one or more Events of Default (as defined in the Loan Documents) has occurred and is continuing.

WHEREAS, Assignor and Deloitte & Touche LLP, a Delaware limited liability partnership and an affiliate of Assignee ("Buyer"), are parties to that certain Asset Purchase Agreement, dated as of June 29, 2017 (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "Asset Purchase Agreement"), by and between Assignor and Buyer.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Asset Purchase Agreement, Assignor and Assignee agree as follows:

1. **Undefined Terms.** All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.
2. **Assignment.** Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks in the United States and throughout the world, including, without limitation, the right to apply for trademark registrations within or outside the United States based in whole or in

part upon the Trademarks, the right to sue for past, present or future infringement and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

3. **Recording.** This Agreement has been executed and delivered by Assignor to Assignee for the purpose of recording this Agreement with the United States Patent and Trademark Office (the “PTO”) or other governing authority, and the parties hereby authorize the PTO or other such governing authority to record this Agreement.

4. **Further Assurances.** At and from time to time following the Closing, Assignor shall take such actions as required by Section 3.3 and Section 5.4 of the Asset Purchase Agreement in regard to this Agreement.

5. **Asset Purchase Agreement.** This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Asset Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict between this Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original of this Agreement, but all such counterparts together shall constitute but one agreement.


7. **Governing Law.** This Agreement and all acts, transactions, disputes and controversies arising hereunder or relating hereto, and all rights and obligations of the parties shall be governed by, and construed in accordance with, the internal laws (and not the conflict of laws rules) of the State of North Carolina.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

PACIFIC WESTERN BANK

By: 
Name: AWAN FAKHARI
Title: SVP

ASSIGNEE:

DELOITTE DEVELOPMENT LLC

By: **DELOITTE LLP, its sole member**

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

PACIFIC WESTERN BANK

By: _____

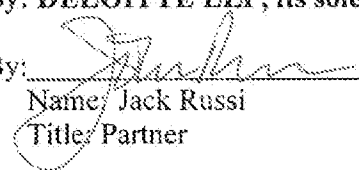
Name:

Title:

ASSIGNEE:

DELOITTE DEVELOPMENT LLC

By: **DELOITTE LLP, its sole member**

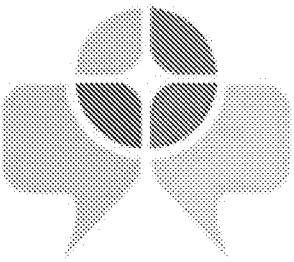
By:  _____

Name: Jack Russi

Title: Partner

Exhibit A

Trademarks

Jurisdiction	Mark	Application or Registration Number	Owner of Record	Registration or Filing Date
United States of America	Predictive Social Intelligence	86313217	Blab, Inc.	06/18/2014
United States of America		86313210	Blab, Inc.	06/18/2014
United States of America	BLABPREDICTS	86313195	Blab, Inc.	06/18/2014
United States of America	BLAB	86313174	Blab, Inc.	06/18/2014