

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369064

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UDA, LLC		01/13/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ListenLogic, LLC		
Street Address:	1100 East Hector Street		
Internal Address:	Suite 415		
City:	Conshohocken		
State/Country:	PENNSYLVANIA		
Postal Code:	19428		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4509139	LISTENLOGIC	
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:	(412) 741-8400		
Email:	jgoldschmidt@ferencelaw.com		
Correspondent Name:	John W. Goldschmidt, Jr.		
Address Line 1:	409 Broad Street		
Address Line 2:	FERENCE & ASSOCIATES LLC		
Address Line 4:	CONSHOHOCKEN, PENNSYLVANIA 15143		
ATTORNEY DOCKET NUMBER:	317.002		
NAME OF SUBMITTER:	John W. Goldschmidt, Jr.		
SIGNATURE:	/John W. Goldschmidt, Jr./		
DATE SIGNED:	01/13/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of January 13, 2016 (“**Effective Date**”) between UDA, LLC (f/k/a Akuda Labs LLC), a Delaware limited liability company (the “**Assignor**”), and ListenLogic, LLC, a Delaware limited liability company (the “**Assignee**”). As used herein, “**Parties**” refers to the Assignor and the Assignee collectively.

WITNESSETH:

WHEREAS, Assignor owns the United States Trademark Registration No. 4,509,139 for the trademark “**LISTENLOGIC**” (hereinafter, the “**Trademark**”); and

WHEREAS, Assignor and Assignee have entered into a Contribution Agreement, dated January 13, 2016 (the “**Contribution Agreement**”), pursuant to which Assignor has agreed to contribute, and Assignee has agreed to accept, the Contributed Assets (as defined in the Contribution Agreement), free and clear of all liens, including the Trademark; and

WHEREAS, in connection with the Contribution Agreement, Assignor desires to assign to Assignee all of Assignor’s right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark.

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby grants, assigns, and conveys to Assignee all of its right, title, and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present, and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer, and conveyance not been made.
2. **Title.** Assignor hereby represents and warrants that it has not heretofore granted any license, right, or privilege with regard to the Trademark, or in any other way encumbered the same, and that it has the full right to convey, free of licenses and encumbrances, all right, title, and interest in and to the Trademark.
3. **Cooperation.** Assignor agrees to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Agreement. Assignor consents and authorizes Assignee or Assignee’s designee to file and record this Agreement as necessary to perfect title in Assignee.

4. Binding Effect. The terms, covenants, and provisions of this Agreement shall inure to the benefit of Assignee, its successors, and other legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but together shall constitute the same instrument. This Agreement may be executed by facsimile or .PDF signatures.

6. Entire Agreement. This Agreement, together with the Contribution Agreement, contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements, and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

UDA, LLC (FKA A/UD LABS, LLC)

LISTEN LOGIC, LLC

By:  _____

By:  _____

Name: _____

Name: _____

Title: _____

Title: _____

{Signature Page to Trademark Assignment Agreement}