# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM736841

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aetion, Inc.		06/22/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	RWE Alliance, Inc.		
Street Address:	400 E. Randolph Street, Suite 2305		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: DELAWARE		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark	
Serial Number:	90684532	REAL WORLD EVIDENCE ALLIANCE	
Serial Number:	90684542	REAL-WORLD EVIDENCE ALLIANCE	
Serial Number:	90684537	RWE ALLIANCE	
Serial Number:	90721881	R	
Serial Number:	90738754	R	

#### **CORRESPONDENCE DATA**

Fax Number: 2027785299

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: 202-662-5299

Email: trademarks@cov.com Kathleen Gallagher-Duff **Correspondent Name:** 

Address Line 1: One CityCenter, 850 Tenth Street NW

Address Line 2: Covington & Burling LLP Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	044159.00001	
NAME OF SUBMITTER:	SUBMITTER: Kathleen Gallagher-Duff	
SIGNATURE:	/Kathleen Gallagher-Duff/	
DATE SIGNED:	06/24/2022	

**TRADEMARK** REEL: 007761 FRAME: 0705

## **Total Attachments: 3**

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TRADEMARK REEL: 007761 FRAME: 0706

#### TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment"), made effective as of June 22, 2022, is entered into by and between Aetion, Inc., a Delaware corporation having a principal place of business at 5 Penn Plaza, 7th Floor, New York, New York 10001 ("Assignor"), and RWE Alliance, Inc., a Delaware corporation having a principal place of business at 400 E. Randolph Street, Suite 2305, Chicago, Illinois 60601 ("Assignee"). Assignor and Assignee are each a "Party," and together the "Parties."

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

- 1. Assignment. Assignor hereby irrevocably, without reservation or condition, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor as successor to that portion of Assignor's business to which the Assigned Marks belong, which portion of such business is ongoing and existing, all of Assignor's right, title and interest in and to the trademarks and trademark applications set forth on the attached Schedule A, incorporated herein by reference ("Assigned Marks"), together with all (i) common law and statutory rights therein, (ii) proceeds, benefits, privileges, causes of action, and remedies relating thereto, (iii) rights to bring any action (whether at law or in equity) and to recover damages, profits and injunctive relief, for any infringement, dilution, misappropriation, misuse or other violation of the Assigned Marks, and (iv) all goodwill of the business associated with and symbolized by the Assigned Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.
- **2.** <u>Recordation.</u> Assignor hereby authorizes Assignee to record this Assignment with the U.S. Patent and Trademark Office.
- **3.** <u>Further Acts.</u> Assignor further agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things as may be necessary, or as Assignee may reasonably request, to perfect and fulfill the purposes and intent of this Assignment.
- **4.** <u>Entire Agreement</u>. This Assignment (together with Schedule A attached hereto) between the Parties contains the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters.
- **5.** <u>Counterparts.</u> This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when each Party hereto shall have received counterparts hereof signed by the other Party hereto. If any signature is delivered by facsimile transmission or by PDF, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or PDF signature were an original thereof.

**6.** Governing Law. This Assignment, the negotiation, execution or performance of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) shall be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.

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

Aetion, Inc. ("Assignor")

Docusigned by:

Lowell Schiller

Name: Lowell J. Schiller

Title: Chief Legal and Regulatory Officer

Date: June 22, 2022

RWE Alliance, Inc. ("Assignee")

Irene Munes

By:

Name: Irene Nunes

~DocuSigned by:

Title: Chief Executive Officer

Date: June 23, 2022

**RECORDED: 06/24/2022** 

# SCHEDULE A (Assigned Marks)

Owner	Trademark	Country	Status	Application No.
Aetion, Inc.	REAL WORLD EVIDENCE	United States of	Pending	90/684,532
	ALLIANCE	America		
Aetion, Inc.	REAL-WORLD EVIDENCE	United States of	Pending	90/684,542
	ALLIANCE	America		
Aetion, Inc.	RWE ALLIANCE	United States of	Pending	90/684,537
		America		
Aetion, Inc.	Stylized R Logo	United States of	Pending	90/721,881
		America		
Aetion, Inc.	Stylized R Logo (Lined) (Blue	United States of	Pending	90/738,754
	Color)	America		

TRADEMARK REEL: 007761 FRAME: 0709