

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/13/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	RMI CONSULTING, INC.		12/13/2010
			Entity Type
			CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	RMI CONSULTING, LLC		
Street Address:	333 Earle Ovington Blvd.		
Internal Address:	Suite 505		
City:	Uniondale		
State/Country:	NEW YORK		
Postal Code:	11553-3624		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2932562	MANAGING RISK ... INTELLIGENTLY
	Registration Number:	3061602	RMI CONSULTING
CORRESPONDENCE DATA			
Fax Number:	2123368001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-336-8000		
Email:	ptodocket@arelaw.com		
Correspondent Name:	Amster Rothstein & Ebenstein LLP		
Address Line 1:	90 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	96421/10; 96421/11		
NAME OF SUBMITTER:	Richard S. Mandaro		

CH \$65.00 2932562

Signature:	/Richard S. Mandaro/
Date:	09/25/2012
Total Attachments: 4 source=96421-10+11-TM_Assignment-Asset_Purchase_Agreement#page1.tif source=96421-10+11-TM_Assignment-Asset_Purchase_Agreement#page2.tif source=96421-10+11-TM_Assignment-Asset_Purchase_Agreement#page3.tif source=96421-10+11-TM_Assignment-Asset_Purchase_Agreement#page4.tif	

TRADEMARK ASSIGNMENT

This Assignment is made between RMI CONSULTING, INC., a New York corporation, (“Assignor”), and RMI CONSULTING, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor owns the U.S. trademark registrations listed on Schedule A attached hereto, and all goodwill associated therewith (collectively the “Marks”); and

WHEREAS, by an Asset Purchase Agreement, dated September 30, 2010 (the “Purchase Agreement”), effective as of the Closing under the Purchase Agreement (the “Closing”), Assignor agreed to assign to Assignee and Assignee agreed to accept the assignment of all rights in the Marks.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee, its successors and assigns, effective as of the Closing, all its right, title and interest in and to the Marks and all of the goodwill associated therewith together with the right to recover damages and profits and all other remedies for past infringements thereof.

Effective as of the Closing, Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Effective as of the Closing, Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

Effective as of the Closing, Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignee’s expense, communicate to Assignee any facts relating to the Marks known to Assignor, and that Assignor will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States, or in connection with any litigation involving the Marks.

This Agreement shall automatically terminate and be of no force and effect if the Purchase Agreement is terminated in accordance with its terms and the Closing does not occur.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this ___ day of December, 2010.

RMI CONSULTING INC.

By: Maryann Sackman
Name: MARYANN SACKMAN
Title: PRESIDENT

STATE OF NEW YORK)
)
COUNTY OF NASSAU)

On this 13th day of DECEMBER, 2010, personally appeared before me MARYANN SACKMAN, known to me to be PRESIDENT of RMI CONSULTING, INC. LTD acknowledged that he/she signed this instrument as a free act on behalf of RMI CONSULTING, INC.

Maureen Powers

Notary Public

My commission expires: 04/04/2014

MAUREEN POWERS
Notary Public, State Of New York
No.41-4925821
Qualified in Queens County
Commission Expires April 4, 2014

AGREED AND ACKNOWLEDGED:

RMI CONSULTING, LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this ___ day of December, 2010.

RMI CONSULTING INC.

By: _____
Name:
Title:

STATE OF _____)

)

COUNTY OF _____)

On this ___ day of _____, 2010, personally appeared before me _____, known to me to be _____ of _____, who acknowledged that he/she signed this instrument as a free act on behalf of _____.

Notary Public

My commission expires: _____

AGREED AND ACKNOWLEDGED:

RMI CONSULTING, LLC

By: *William J Fishinger* ✓
Name: William J Fishinger
Title: Chief Executive Officer
Wright Risk Management, LLC, the
Sole member of RMI Consulting LLC

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 004866 FRAME: 0804

Schedule A

<u>Mark</u>	<u>Registration Number</u>
MANAGING RISK...INTELLIGENTLY	2,932,562
RMI CONSULTING	3,061,602