

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Waters Consulting Group, Inc.		01/29/2014	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	The Segal Group, Inc.		
Street Address:	333 West 34th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3514880	THE WATERS CONSULTING GROUP, INC.	
CORRESPONDENCE DATA			
Fax Number:	2027785299		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202.662.5299		
Email:	trademarks@cov.com		
Correspondent Name:	Kathleen T. Gallagher-Duff		
Address Line 1:	1201 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	701173.00020		
NAME OF SUBMITTER:	Cheryl Fountain/Paralegal Specialist		
Signature:	/cherylfountain/		
Date:	02/03/2014		

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**Total Attachments: 7**

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment"), is made and effective as of January 29, 2014, by and among THE WATERS CONSULTING GROUP, INC. ("Assignor"), a Texas corporation, and MR. ROLLIE O. WATERS ("Principal"), a resident of Texas, and THE SEGAL GROUP, INC. ("Assignee"), a Delaware corporation. Assignor, Principal and Assignee are hereafter referred individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the sole and exclusive owner of the trademarks and of the trademark registrations set forth on Schedule A attached hereto and made part hereof (collectively, the "Marks");

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement dated January 29, 2014 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Assignor agreed to assign, transfer, convey and deliver to Assignee all of Assignor's rights, title and interest in and to the Marks, together with all statutory and common law rights therein and all goodwill of the business associated with and symbolized by the Marks.

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

1. Definitions. Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

2. Conveyance and Acceptance of Marks. Assignor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Assignor (and its successors and assigns) all of its rights, title and interest in and to the Marks, including all statutory and common law rights therein, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and all goodwill of the business associated with and symbolized by the Marks.

3. Further Acts. Promptly following the date hereof, Assignor shall deliver, or cause to be delivered, to Assignee all original prosecution and registration files and certificates or registration and renewal in Assignor's possession or under its control relating to the Marks. Assignor also shall 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, including the filing of confirmatory assignments, powers and other instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

4. Use of "Waters" with "Segal." Assignor and Principal each hereby consent to Assignee's use and federal and state registration of the name "Waters" with the name "Segal," including "Waters Segal Consulting" and/or any derivative thereof, in connection with human resources management consulting services.

5. Applicable Law; Jurisdiction; Waiver of Jury Trial. This Assignment shall be governed by and construed in accordance with and governed by the laws of the State of New York, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction. (without regard to conflict of law principles). Each of the Parties hereto hereby irrevocably and unconditionally submits to the exclusive jurisdiction of any New York State court or federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Assignment or the transactions contemplated hereby or for recognition or enforcement of any judgment relating thereto (except to the extent such matter is required to be decided by an independent accountant as contemplated by this Assignment). Each Party to this Assignment irrevocably consents to service of process in the manner provided for notices in Section 9.8 of the Asset Purchase Agreement; *provided* that nothing in this Assignment will affect the right of any Party to this Assignment to serve process in any other manner permitted by applicable law. Each Party waives any right it may have to a trial by jury in respect of any litigation directly or indirectly arising out of or relating to this Assignment or the transactions contemplated hereby.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties hereto and their respective permitted successors and assigns.

7. Entire Agreement; Amendment. This Assignment, the License Agreement between Assignor and Assignee, and any Related Agreements and the schedules, exhibits and attachments to such agreements contain the entire agreement of the Parties with respect to the purchase and sale of the Purchased Assets and the Compensation Consulting Division and the other transactions contemplated by such agreements. The headings in this Assignment are solely for convenience of reference and will not affect the interpretation of any provision of this Assignment. The Schedule to this Assignment is incorporated as a part of this Assignment.

8. Severability. The provisions of this Assignment will be deemed severable, and if any provision of this Assignment is held illegal, void or invalid under applicable law, such provision may be changed to the extent reasonably necessary to make the provision legal, valid and binding. If any provision of this Assignment is held illegal, void or invalid in its entirety, the remaining provisions of this Assignment will not be affected but will remain binding in accordance with their terms.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile signatures and such signatures shall be deemed to bind each of the Parties hereto as if they were original signatures.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

THE WATERS CONSULTING GROUP, INC.

By: [Signature]  
Name: Rollie O. Waters  
Title: President

ROLLIE O. WATERS

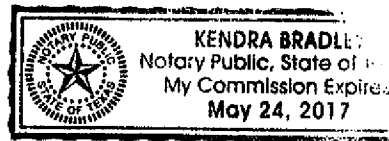
By: [Signature]  
Name: Rollie O. Waters

THE SEGAL GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Texas  
COUNTY OF Dallas

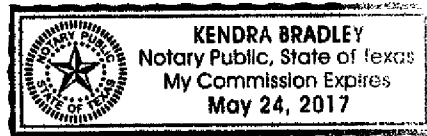
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On this 29 day of January, 2014 before me personally appeared Rollie Waters to me personally known, who, being duly sworn, did say that he/she is the president of THE WATERS CONSULTING GROUP, INC. and that he/she duly executed the foregoing instrument for and on behalf of THE WATERS CONSULTING GROUP, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

STATE OF Texas  
COUNTY OF Dallas

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On this 29 day of January, 2014 before me personally appeared Rollie Waters, to me personally known, who, being duly sworn, did say that he is ROLLIE O. WATERS and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said individual.

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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On this \_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he/she is the \_\_\_\_\_ of THE SEGAL GROUP, INC. and that he/she duly executed the foregoing instrument for and on behalf of THE SEGAL GROUP, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Notary Public \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

THE WATERS CONSULTING GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

ROLLIE O. WATERS

By: \_\_\_\_\_  
Name:

THE SEGAL GROUP, INC.

By: Joseph LoCicero  
Name: President + CEO  
Title: Joseph M. LoCicero  
1/29/14

STATE OF \_\_\_\_\_ )

ss

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he/she is the \_\_\_\_\_ of THE WATERS CONSULTING GROUP, INC. and that he/she duly executed the foregoing instrument for and on behalf of THE WATERS CONSULTING GROUP, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

STATE OF \_\_\_\_\_ )

ss

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is ROLLIE O. WATERS and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said individual.

STATE OF New York )

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COUNTY OF New York

On this 29<sup>th</sup> day of January, 2014 before me personally appeared Joseph LoCicero, to me personally known, who, being duly sworn, did say that he/she is the President + CEO of THE SEGAL GROUP, INC. and that he/she duly executed the foregoing instrument for and on behalf of THE SEGAL GROUP, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

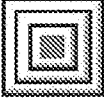
Steven C. Greenspan  
Notary Public

**STEVEN C GREENSPAN**  
**Notary Public, State of New York**  
**No. 02GR6087314**  
**Qualified in New York County**  
**My Commission Expires 02/18/2015**

Expiration Date: 02/18/2015

[Signature Page to Trademark Assignment]

**SCHEDULE A**

<b>Country/ State</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Goods / Services</b>
United States	 <p>THE WATERS CONSULTING GROUP, INC.</p>	3,514,880	Consulting services, namely, in the area of evaluating applicant and employee competencies for positions, including executive and leadership positions, evaluating applicant and employee job performance, development of programs to improve applicant and employee competencies for certain positions including executive and leadership positions, public and private sector personnel management, selection and planning for employee succession, executive search and placement services
Texas	THE WATERS CONSULTING, GROUP & Design	800866423	Consulting services, namely, in the area of job competency, job performance, executive and leadership competency, development, training, public and private sector management, selection, succession planning, executive search and placement services, compensation, performance appraisals, executive search training and development, human resources outsourcing, competency modeling, competency-based systems, preemployment assessments and administration, sales force selection and training employee opinion surveys, testing validation studies, customer service, survey development, creation of policy and procedure manuals, development of mentoring programs, administration of shrinkage surveys and reports, FLSA audit, U.S. Department of Labor negotiations and expert witness services
United States	THE WATERS CONSULTING GROUP, INC.	Unregistered; common law rights	Consulting services, namely, in the area of evaluating applicant and employee competencies for positions, including executive and leadership positions, evaluating applicant and employee job performance, development of programs to improve applicant and employee competencies for certain positions including executive and leadership positions, public and private sector personnel management, selection and planning for

Country/ State	Mark	Reg. No.	Goods / Services
			employee succession, executive search and placement services; human resources management consulting services
United States	Waters Human Resources Management Consulting Division	Unregistered; common law rights	Consulting services, namely, in the area of evaluating applicant and employee competencies for positions, including executive and leadership positions, evaluating applicant and employee job performance, development of programs to improve applicant and employee competencies for certain positions including executive and leadership positions, public and private sector personnel management, selection and planning for employee succession, executive search and placement services; human resources management consulting services



IN WITNESS WHEREOF, each of the Parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

THE WATERS CONSULTING GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

ROLLIE O. WATERS

By: \_\_\_\_\_  
Name:

THE SEGAL GROUP, INC.

By: Joseph LoCicero  
Name: President + CEO  
Title: Joseph M. LoCicero  
1/29/14

STATE OF \_\_\_\_\_ )

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COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he/she is the \_\_\_\_\_ of THE WATERS CONSULTING GROUP, INC. and that he/she duly executed the foregoing instrument for and on behalf of THE WATERS CONSULTING GROUP, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

STATE OF \_\_\_\_\_ )

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COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2014 before me personally appeared \_\_\_\_\_, to me personally known, who, being duly sworn, did say that he is ROLLIE O. WATERS and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said individual.

STATE OF New York )

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COUNTY OF New York

On this 29<sup>th</sup> day of January, 2014 before me personally appeared Joseph LoCicero, to me personally known, who, being duly sworn, did say that he/she is the President + CEO of THE SEGAL GROUP, INC. and that he/she duly executed the foregoing instrument for and on behalf of THE SEGAL GROUP, INC. being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

Steven C. Greenspan  
Notary Public

Expiration Date: 02/18/2015

**STEVEN C GREENSPAN**  
Notary Public, State of New York  
No. 02GR6087314  
Qualified in New York County  
My Commission Expires 02/18/2015

[Signature Page to Trademark Assignment]