

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314180

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRACE HILL INCORPORATED		08/15/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	GRACE HILL, LLC		
Street Address:	3633 WHEELER ROAD		
Internal Address:	SUITE 230		
City:	AUGUSTA		
State/Country:	GEORGIA		
Postal Code:	30909		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4244979	VISION	
Registration Number:	4420535	GRACE HILL	
Serial Number:	86347129	LET'S TALK TRAINING! MULTIFAMILY BEST PR	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-3939		
Email:	bpogany@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Benjamin S. Pogany		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	560255-115545-GRACE HILL		
NAME OF SUBMITTER:	Benjamin S. Pogany		
SIGNATURE:	/Benjamin S. Pogany/		
DATE SIGNED:	08/15/2014		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is made on August 15, 2014, by and between Grace Hill Incorporated, a Georgia corporation ("*Assignor*"), and Grace Hill, LLC, a Georgia limited liability company ("*Assignee*").

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations identified and set forth on **Schedule A** hereto or that otherwise constitute a trademark registration owned by the Assignor (collectively, the "*Marks*") and the goodwill associated with the Marks;

WHEREAS, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

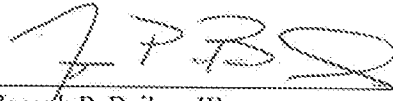
NOW THEREFORE, for good and sufficient, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and with respect to the following:
 - a) The Marks;
 - b) All common law rights and goodwill associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
5. Assignee hereby accepts the assignment and conveyance of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.

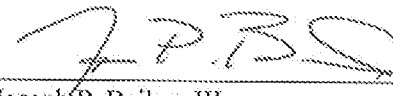
[Signatures on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

GRACE HILL INCORPORATED, as Assignor

By: 
Name: Joseph P. Bailey, III
Title: President and CEO

GRACE HILL, LLC, as Assignee

By: 
Name: Joseph P. Bailey, III
Title: President and CEO

SCHEDULE A

MARK	TYPE	REG. NO.	REG. DATE	OWNER
Vision	Standard character mark	4244979	11/20/2012	Grace Hill Incorporated
Grace Hill	Standard character mark	4420535	10/22/2013	Grace Hill Incorporated
Let's Talk Training logo		Serial No.: 86347129	Application Submitted: 7/24/14	Grace Hill Incorporated