

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM335290

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Palladium Group, Inc.		03/09/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Palladium Enterprises Limited		
<b>Street Address:</b>	100 Bunhill Road		
<b>Internal Address:</b>	Turnberry House, 2nd Floor		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC1Y8ND		
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2637639	BALANCED SCORECARD COLLABORATIVE	
<b>Registration Number:</b>	3669416	PALLADIUM	
<b>Registration Number:</b>	3710919	BALANCED SCORECARD HALL OF FAME	
<b>Registration Number:</b>	3707388	BALANCED SCORECARD HALL OF FAME FOR EXEC	
<b>Registration Number:</b>	4578731	BSC PORTAL	
<b>Registration Number:</b>	4578732	BSC PORTAL	
<b>Registration Number:</b>	3601169	EXECUTION PREMIUM	
<b>Registration Number:</b>	4210345	KAPLAN & NORTON	
<b>Registration Number:</b>	3605038	PALLADIUM EXECUTING STRATEGY	
<b>Registration Number:</b>	4657143	STRATEGY-TO-RESULTS	
<b>Registration Number:</b>	4622135	STRATEGY-TO-RESULTS	
<b>Registration Number:</b>	3800282	XPA	
<b>Registration Number:</b>	3879109	XPC	
<b>Registration Number:</b>	3800283	XPI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8772485100		
<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>			

OP \$365.00 2637639

**Phone:** 919.321.6245  
**Email:** uspto@ti-law.com  
**Correspondent Name:** Neal Wolgin  
**Address Line 1:** PO Box 49309  
**Address Line 4:** Charlotte, NORTH CAROLINA 28277

**ATTORNEY DOCKET NUMBER:** 17138 - ASSIGNMENT\*

**DOMESTIC REPRESENTATIVE**

**Name:** Neal Wolgin  
**Address Line 1:** PO Box 49309  
**Address Line 4:** Charlotte, NORTH CAROLINA 28277

**NAME OF SUBMITTER:** Neal Wolgin

**SIGNATURE:** /nw/

**DATE SIGNED:** 03/17/2015

**Total Attachments: 9**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

*[registered trademarks, copyrights and domain names]*

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“*Agreement*”) is entered into as of March 1, 2015 (the “*Effective Date*”) by and between Palladium Group, Inc., a Delaware corporation (the “*Assignor*”) and Palladium Enterprises Limited, a company organized under the laws of England and Wales (the “*Assignee*”).

### RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to assign to Assignee and certain other purchasers all Intellectual Property included within the acquired Assets (collectively, the “*Assigned IP*”).

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Capitalized terms, unless otherwise defined in this Agreement, have the respective meanings set forth in the Purchase Agreement.
2. As of the Effective Date, Assignor conveys, assigns, and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title and interest, throughout the world in perpetuity, including common law rights, in and to
  - (a) all registered trademarks and all registrations therefor included in the Assigned IP, including but not limited to the trademarks listed on Exhibit A to this Agreement;
  - (b) all domain names and all registrations therefor included in the Assigned IP, including but not limited to the domain names and domain name registrations listed on Exhibit B to this Agreement
  - (c) all copyrights and all registrations therefor included in the Assigned IP, including but not limited to the copyrights and copyright registrations listed on Exhibit C to this Agreement,(items (a), (b) and (c) together being the “*PEL Assigned IP*”); free and clear of any Liens, together with any and all of the goodwill attaching to and associated therewith, and the right to sue and recover for all past, present and future infringements and other violations of the PEL Assigned IP and the right to retain any damages resulting from any such suits, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this assignment not been made.
3. Assignor hereby covenants and agrees to provide any further necessary documentation and perform further acts reasonably requested by Assignee necessary to confirm and perfect title in and to the PEL Assigned IP in Assignee, each at Assignee’s cost and expense.

TRADEMARK

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4. The parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the PEL Assigned IP.
5. This Agreement is in all respects subject to the Purchase Agreement, which shall govern the respective rights of Assignor, on the one hand, and Assignee, on the other hand, with respect to the PEL Assigned IP, and nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, defeat, limit, impair, expand, exceed, enlarge or affect the provisions set forth in, or any person's or entitles rights, remedies or obligations under, the Purchase Agreement. This Agreement is intended solely to effect the transfer of the PEL Assigned IP pursuant to the Purchase Agreement, including without limitation the recordation of such transfer with the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control. Each of Assignor and Assignee, by its execution of this Agreement, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement.
6. This Agreement shall in all respects be governed by and construed and enforced in accordance with the laws of England & Wales without giving effect to any principle or rule of conflict or choice of laws. In relation to any legal action or proceedings (a) arising out of or in connection with this Agreement or its implementation or effect or (b) relating to any non-contractual obligations arising out of or in connection with this Agreement, each of the parties irrevocably submits to the non-exclusive jurisdiction of the English courts and waives any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.
7. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.
8. This Agreement may be executed and delivered by electronic mail or facsimile signature in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

*[signature page follows]*

*[signature page for Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

Palladium Group, Inc.

By: 

Name: John McClellan

Title: President

**ASSIGNEE:**

Palladium Enterprises Limited

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

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

Title: \_\_\_\_\_

*[signature page for Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**ASSIGNOR:**

Palladium Group, Inc.

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

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

Title: \_\_\_\_\_

**ASSIGNEE:**

Palladium Enterprises Limited

By:           *D. J.*          

Name:           *Daniel R. J. J.*          

Title:           *Deputy Managing Director*

**EXHIBIT A**

**LIST OF REGISTERED TRADEMARKS**

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
BALANCED SCORECARD COLLABORATIVE	United States of America	Registered	76/137997	29-Sep-2000	2637639	15-Oct-2002
BALANCED SCORECARD COLLABORATIVE	Canada	Registered	1094437	01-Mar-2001	588947	05-Sep-2003
BALANCED SCORECARD HALL OF FAME	United States of America	Registered	77/394741	12-Feb-2008	3710919	17-Nov-2009
BALANCED SCORECARD HALL OF FAME	Australia	Registered	1256236	11-Aug-2008	1256236	09-Mar-2010
BALANCED SCORECARD HALL OF FAME	Canada	Registered	1406856	11-Aug-2008	TMA805918	02-Sep-2011
BALANCED SCORECARD HALL OF FAME	China (People's Republic)	Registered	6894114	12-Aug-2008	6894114	14-Sep-2012
BALANCED SCORECARD HALL OF FAME	New Zealand	Registered	794176	11-Aug-2008	794176	07-Jan-2010
BALANCED SCORECARD HALL OF FAME FOR EXECUTING STRATEGY	United States of America	Registered	77/394755	12-Feb-2008	3707388	10-Nov-2009
BSC ONLINE	Canada	Registered	1194537	29-Oct-2003	TMA627230	01-Dec-2004
BSC PORTAL	United States of America	Registered	86/001043	02-Jul-2013	4578731	05-Aug-2014
BSC PORTAL	Canada	Registered	1194538	29-Oct-2003	686018	16-Apr-2007
BSC PORTAL	United States of America	Registered	86/001045	02-Jul-2013	4578732	05-Aug-2014
BSC PORTAL	Mexico	Registered	634036	07-Apr-2004	828691	15-Dec-2013

Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
BSC PORTAL	Mexico	Registered	634035	29-Nov-2004	861267	15-Dec-2013
EXECUTION PREMIUM	United States of America	Registered	77/394772	12-Feb-2008	3601169	07-Apr-2009
KAPLAN & NORTON	Australia	Registered	1417517	31-Mar-2011	1417517	31-Mar-2011
KAPLAN & NORTON	Canada	Registered	1441709	16-Jun-2009	TMA771225	06-Jul-2010
KAPLAN & NORTON	United States of America	Registered	77/658587	28-Jan-2009	4210345	18-Sep-2012
KAPLAN & NORTON	European Community	Registered	8370603	17-Jun-2009	008370603	04-Jul-2011
PALLADIUM	United States of America	Registered	78/581787	07-Mar-2005	3669416	18-Aug-2009
PALLADIUM	Argentina	Registered	2598905	14-Aug-2005	2314114	11-Sep-2009
PALLADIUM	Australia	Registered	1076581	17-Jun-2005	859434	17-Jun-2005
PALLADIUM	Brazil	Registered	827689861	18-Aug-2005	827689861	21-Dec-2010
PALLADIUM	Canada	Registered	1262991	29-Jun-2005	686686	27-Apr-2007
PALLADIUM	China (People's Republic)	Registered	200607950	07-Aug-2006	G859434	14-Apr-2009
PALLADIUM	Colombia	Registered	05.065.666	28-Feb-2006	312243	28-Feb-2006
PALLADIUM	Costa Rica	Registered	2005-0006503	30-Aug-2005	162344	18-Sep-2006
PALLADIUM	Ecuador	Registered	159041	28-Jun-2005	631-06	29-Mar-2006
PALLADIUM	Guatemala	Registered	2005-6145	22-Aug-2005	152891	06-Nov-2007
PALLADIUM	India	Registered	1370546	12-Jul-2005	1370546	30-May-2007
PALLADIUM	Japan	Registered	2005-356239	17-Jun-2005	859434	17-Jun-2005
PALLADIUM	Korea, Republic of	Registered	41-2008-0025735	29-Sep-2008	41/0193796	02-Feb-2010
PALLADIUM	Mexico	Registered	738337	07-Sep-2005	932242	28-Apr-2006
PALLADIUM	Malaysia	Registered	2005/10566	30-Jun-2005	05010566	07-Mar-2005
PALLADIUM	New Zealand	Registered	796737	26-Sep-2008	796737	11-Jun-2009
PALLADIUM	Panama	Registered		30-Aug-2005	144947	30-Aug-2005
PALLADIUM	Paraguay	Registered	2005/19011	01-Jul-2005	304761	09-Nov-2007
PALLADIUM	Singapore	Registered	T0517541E	17-Jun-2005	859434	17-Jun-2005
PALLADIUM	Taiwan	Registered	094031769	01-Jul-2005	1196977	16-Feb-2006



Trademark Name	Country	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date
PALLADIUM	Venezuela	Registered	2005-019619	06-Sep-2005	S-031939	19-Jun-2006
PALLADIUM	Vietnam	Registered	4-2005-11465	06-Sep-2005	85262	02-Aug-2007
PALLADIUM	Int'l Registration - Madrid Protocol Only	Registered	A0001776	17-Jun-2005	0859434	17-Jun-2005
PALLADIUM EXECUTING STRATEGY	United States of America	Registered	77/385124	31-Jan-2008	3605038	14-Apr-2009
STRATEGY-TO-RESULTS	United States of America	Registered	86/007598	11-Jul-2013	4657143	16-Dec-2014
STRATEGY-TO-RESULTS	United States of America	Registered	86/007600	11-Jul-2013	4622135	14-Oct-2014
STRATEGY-TO-RESULTS	Canada	Registered	1194540	29-Oct-2003	TMA632446	09-Feb-2005
STRATEGY-TO-RESULTS	Mexico	Registered	634039	15-Dec-2003	860748	26-Nov-2004
STRATEGY-TO-RESULTS	Mexico	Registered	634040	15-Dec-2003	828692	07-Apr-2004
STRATEGY-TO-RESULTS	Argentina	Registered	2475230	12-Nov-2003	2029271	31-May-2005
STRATEGY-TO-RESULTS	Argentina	Registered	2475229	12-Nov-2003	2029272	31-May-2005
STRATEGY-TO-RESULTS	Japan	Registered	2004-005540	23-Jan-2004	4806234	01-Oct-2004
XPA	United States of America	Registered	77/553280	22-Aug-2008	3800282	08-Jun-2010
XPC	United States of America	Registered	77/962121	18-Mar-2010	3879109	23-Nov-2010
XPI	United States of America	Registered	77/553281	22-Aug-2008	3800283	08-Jun-2010

**EXHIBIT B**

**LIST OF DOMAIN NAMES**

<b>Domains</b>	<b>Expiration</b>	<b>Registrar</b>
thepalladiumgroup.com	12/21/2016	Go Daddy
palladiumtesting.com	11/20/2015	Go Daddy
bscol.com	3/6/2016	Mark Monitor
palladiumacademy.com	1/30/2016	Mark Monitor
thepalladiumgroup.es	8/23/2015	Mark Monitor
thinkfast.com	1/8/2016	Network Solutions

**EXHIBIT C**

**LIST OF COPYRIGHT REGISTRATIONS**

Registered in the United States:

<b>Full Title</b>	<b>Copyright Number</b>	<b>Date</b>
Palladium Execution Premium Process.	VA0001660801	2008
Palladium Premium Execution Process (XPP)	VA0001744930	2008