

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM341834

<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>
CVPartners, Inc.		08/15/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CVPartners Acquisition LLC		
<b>Street Address:</b>	505 Sansome Street, Suite 1100		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4253615	CVPARTNERS	
<b>Registration Number:</b>	4257035	CV CV PARTNERS	
<b>Registration Number:</b>	4607902	HC PARTNERS	
<b>Registration Number:</b>	4253616	CVPARTNERS IN TECHNOLOGY	
<b>Registration Number:</b>	4260792	CV CVPTECHNOLOGY	
<b>Registration Number:</b>	4253617	CVPARTNERS EXECUTIVE SEARCH	
<b>Registration Number:</b>	4257039	CV CVP EXECUTIVE SEARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129206596		
<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>			
<b>Phone:</b>	312-750-8937		
<b>Email:</b>	edavenport@mcguirewoods.com		
<b>Correspondent Name:</b>	Christopher J. Verstrate, McGuireWoods		
<b>Address Line 1:</b>	77 West Wacker Drive, Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>ATTORNEY DOCKET NUMBER:</b>	2065971-0015		
<b>NAME OF SUBMITTER:</b>	Christopher J. Verstrate		
<b>SIGNATURE:</b>	/Christopher J. Verstrate/		

OP \$190.00 4253615

<b>DATE SIGNED:</b>	05/19/2015
<b>Total Attachments: 3</b> source=Trademark Assignment Agreement - CVP Partners - Signed#page1.tif source=Trademark Assignment Agreement - CVP Partners - Signed#page2.tif source=Trademark Assignment Agreement - CVP Partners - Signed#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 15th day of August, 2014, (the "Effective Date") by CVPartners, Inc. ("Assignor"), a corporation duly organized and existing under the laws of State of California, and CVPartners Acquisition LLC ("Assignee").

### RECITALS

Assignor desires to contribute, transfer, and assign all of its rights and interests, including without limitation common law rights, in and to the trademarks listed on Attachment A, attached hereto and incorporated by reference herein (the "Marks") and the registrations for the Marks (the "Registrations"), together with the goodwill that Assignor has developed in such Marks (the "Goodwill"), to Assignee.

Assignee desires to acquire the Marks, the Registrations and the Goodwill.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

### ASSIGNMENT OF MARK

1.1. **Assignment.** Assignor has agreed to and hereby assigns and transfers to Assignee and its successors and assigns Assignor's entire right, title and interest in and to the Marks, the Registrations, and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

1.2. **Warranties.** The Marks, the Registrations, and the Goodwill are assigned hereunder "as is" without any warranties, express or implied.

1.3. **Further Materials or Documentation.** Assignor agrees to execute any other documents or to provide any further materials or documentation necessary in order to fulfill the provisions of or the purpose of this Assignment or to substantiate either party's use and/or ownership of the Marks, the Registrations and the Goodwill.

1.4. **Binding Effect.** This Assignment is binding upon the parties and their respective heirs, successors, assigns, trustees, and representatives.

The Assignor has caused this Assignment to be executed by its duly authorized representatives as of the Effective Date.

CVPartners, Inc.

By: 

Name: Nancy Baker Gray

Title: CEO

CVPartners, Acquisition LLC

By: 

Name: THOMAS B. MORAN

Title: CEO

**ATTACHMENT A**

<b>COUNTRY</b>	<b>REGISTRATION NUMBER</b>
U.S.	4253615
U.S.	4257035
U.S.	4607902
U.S.	4253616
U.S.	4260792
U.S.	4253617
U.S.	4257039