

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM365714

<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>
The Assist Group, Inc.		01/15/2015	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Equian, LLC		
<b>Street Address:</b>	5975 Castle Creek Parkway, Suite 100		
<b>City:</b>	Indianapolis		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46250		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: INDIANA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4579222	THE ASSIST GROUP	
<b>Registration Number:</b>	3458081	CLINASSIST	
<b>Registration Number:</b>	3445237	CAREASSIST	
<b>Registration Number:</b>	3430679	THE ASSIST GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(317)236-2100		
<b>Email:</b>	ipdocket@icemiller.com		
<b>Correspondent Name:</b>	Michael Leinauer, Ice Miller LLP		
<b>Address Line 1:</b>	One American Square, Suite 2900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282		
<b>NAME OF SUBMITTER:</b>	Michael J. A. Leinauer		
<b>SIGNATURE:</b>	/Michael J. A. Leinauer/		
<b>DATE SIGNED:</b>	12/14/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** ("Assignment") is made as of January 15, 2015 (the "Effective Date"), by and between EQUIAN, LLC, an Indiana limited liability company ("Assignee") and THE ASSIST GROUP, INC., a Colorado corporation ("Assignor").

### WITNESSETH:

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor, and certain other parties thereto (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to certain trademarks and Assignee is desirous of acquiring such trademarks, together with the goodwill symbolized thereby;

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

1. Assignment of Trademark Application. Effective as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee all of Assignor's right, title and interest in, to and under the trademarks set forth on Exhibit A attached hereto and hereby incorporated by reference herein, together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor together with the goodwill of the business associated therewith or symbolized thereby (collectively, the "Assigned Trademarks"), including, but not limited to, the right to sue and collect damages for any past or future infringements of the Assigned Trademarks. Subject to Section 2 below, Assignor shall execute and deliver or shall cause to be executed and delivered all such transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary to confirm, effectuate or record the assignment granted herein.

2. Filing and Recording of Instruments of Transfer. Assignee shall be responsible to file and record any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Trademarks.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorney or attorneys in fact of Assignor, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may reasonably deem proper in order to assert or enforce any claim, right, or title of any kind in and to the Assigned Trademarks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants,

conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

5. Miscellaneous. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Colorado, without regard to any state's choice of laws to the contrary. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. Facsimile copies of any signature to this Assignment shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

THE ASSIST GROUP, INC.

By: B. J. Freedman  
Beverly J. Freedman, President

ASSIGNEE:

EQUIAN, LLC

By: \_\_\_\_\_  
G. Scott Mingee, CEO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF COLORADO )  
COUNTY OF JEFFERSON ) ss:

On this 14<sup>th</sup> day of January, 2015, there appeared before me Beverly J. Freedman, personally known to me or who proved to me her identity, who stated that she executed this Assignment in her official capacity on behalf of Assignor as her voluntary act and deed for the purposes stated therein.

Brenda R. Heavill Signed My Commission Expires: April 7, 2015

BRENDA R. HEAVILL Printed County of Residence: DOUGLAS



My Commission Expires Apr 7, 2015

[Signature Page to Trademark Assignment]

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IN WITNESS WHEREOF, the parties have executed this Assignment on the date first above written.

ASSIGNOR:

THE ASSIST GROUP, INC.

By: \_\_\_\_\_  
Beverly White Freedman, President

ASSIGNEE:

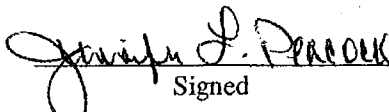
EQUIAN, LLC

By:  \_\_\_\_\_  
G. Scott Minge, CEO

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

STATE OF Indiana )  
 ) ss:  
COUNTY OF Marion )

On this 13<sup>th</sup> day of January, 2015, there appeared before me G. Scott Minge, personally known to me or who proved to me her identity, who stated that she executed this Assignment in her official capacity on behalf of Assignor as her voluntary act and deed for the purposes stated therein.

 \_\_\_\_\_  
Signed  
Jennifer L. Pradek \_\_\_\_\_  
Printed

My Commission Expires: July 2, 2019

County of Residence: Johnson

[Signature Page to Trademark Assignment]

Exhibit A

**TRADEMARKS**

1. Mark: **AGGRESSIVELY FAIR**  
Classes: 35, 36  
Serial No.: 86/393547                      File Date: 09/12/2014
  
2. Mark: **DYNAMIC BALANCING**  
Classes: 35, 36  
Serial No.: 86/393513                      File Date: 09/12/2014
  
3. Mark: **THE ASSIST GROUP**  
Class: 36  
Serial No.: 86/128445                      File Date: 11/25/2013  
Registration No.: 4579222                      Registration Date: 08/05/2014
  
4. Mark: **CLINASSIST**  
Classes: 35, 36  
Serial No.: 78/900508                      File Date: 06/05/2006  
Registration No.: 3458081                      Registration Date: 07/01/2008
  
5. Mark: **CAREASSIST**  
Class: 44  
Serial No.: 78/900485                      File Date: 06/05/2006  
Registration No.: 3445237                      Registration Date: 06/10/2008
  
6. Mark: **THE ASSIST GROUP**  
Classes: 35, 44  
Serial No.: 77/277800                      File Date: 09/12/2007  
Registration No.: 3430679                      Registration Date: 05/20/2008

[Signature Page to Trademark Assignment]