

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374647

<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>
Stephen Ward		02/23/2016	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Management Association International		
<b>Street Address:</b>	1601 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3376618	TOTAL PROFESSIONAL ADVANTAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125215450		
<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>	(212) 521-5400		
<b>Email:</b>	jgoodwill@reedsmith.com		
<b>Correspondent Name:</b>	Keith E. Sharkin		
<b>Address Line 1:</b>	Reed Smith LLP		
<b>Address Line 2:</b>	599 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	506285.20001		
<b>NAME OF SUBMITTER:</b>	Keith E. Sharkin		
<b>SIGNATURE:</b>	/Keith E. Sharkin/		
<b>DATE SIGNED:</b>	02/26/2016		
<b>Total Attachments: 2</b>			
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OP \$40.00 3376618

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Assignment"), dated February 23, 2016, is made and entered into by and between Stephen Ward, an individual with an address at 424 East 57<sup>th</sup> Street, Apartment 2B, New York, New York 10022 ("Assignor") and American Management Association International, a New York corporation, located at 1601 Broadway, New York, New York 10019 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in and to the mark TOTAL PROFESSIONAL ADVANTAGE and the registration therefor, namely Registration No. 3,376,618 dated January 29, 2008 (the "Mark"); and

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the Mark.

NOW THEREFORE, in consideration of the mutual promises and agreements hereafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:


Assignor hereby irrevocably assigns all right, title and interest in and to the Mark, to Assignee, including the registration therefor, together with the goodwill of the business symbolized by said Mark, together with any and all claims and causes of action with respect to the Mark, to maintain and enforce any rights subsisting in the Mark, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover any damages. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or record this assignment with the proper regulatory agencies and authorities.

Assignor acknowledges that the Mark includes, without limitation, all rights to use, modify and exploit the Mark; the right to exclude others from using the Mark; the right to license, assign, convey, and pledge the Mark to others; the right to sue others and to collect damages for past, present and future infringements of the Mark; the right to create derivatives of the Mark and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Mark.

Assignee hereby accepts the assignment and transfer of the Mark and the registration therefor together with the goodwill of the business.

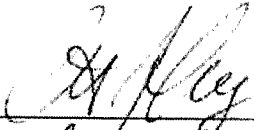
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and individuals duly authorized, as of the date first written above.

**STEPHEN WARD (Assignor)**

  
2/24/16

Date:

**AMERICAN MANAGEMENT ASSOCIATION INTERNATIONAL (Assignee)**



Name: ARTHUR J. LEWIS  
Title: SVP & GENERAL COUNSEL  
Date: 2/24/16