

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Examination Management Services, Inc.		03/10/2016	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	GlobalOptions Services, Inc.		
Street Address:	9485 Regency Square Boulevard		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32225		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86655422	ICS MERRILL	
Serial Number:	76322517	SMARTPARTNER	
Serial Number:	77639016	SMARTPARTNER	
CORRESPONDENCE DATA			
Fax Number:	2037843199		
<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:	2035752629		
Email:	lfreed@carmodylaw.com		
Correspondent Name:	Arthur G. Schaier		
Address Line 1:	195 Church Street		
Address Line 2:	P.O. Box 1950		
Address Line 4:	New Haven, CONNECTICUT 06509-1950		
NAME OF SUBMITTER:	Linda M. Freed		
SIGNATURE:	/Linda M. Freed/		
DATE SIGNED:	03/11/2016		
Total Attachments: 5			
source=EMSGlobalOptionsExecuted#page1.tif			
source=EMSGlobalOptionsExecuted#page2.tif			

CH \$90.00 86655422

source=EMSGlobalOptionsExecuted#page3.tif
source=EMSGlobalOptionsExecuted#page4.tif
source=EMSGlobalOptionsExecuted#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of March 10, 2016 (the "Effective Date") by and between Examination Management Services, Inc., a Nevada corporation ("Assignor"), and GlobalOptions Services, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are referred to collectively herein as the "Parties." Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of February 23, 2016 (the "Purchase Agreement");

WHEREAS, the execution and delivery of this Agreement is contemplated by Section 1.6 of the Purchase Agreement;

WHEREAS, Assignor is the exclusive owner of the entire right, title and interest in and to the trademark registrations and trademark applications set forth on Schedule A, together with any and all goodwill associated with any of the foregoing (such registration, applications and goodwill, the "Trademarks"); and

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to accept and assume from Assignor, all right, title and interest in and to the Trademarks, such that Assignee will be the exclusive owner of the Trademarks.

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest in and to the Trademarks, including all of Assignor's interest in income, royalties, damages and payments accrued, due or payable as of the date hereof or thereafter (including damages and payments for past, present, or future infringements or misappropriations thereof or conflicts therewith), the right to sue and recover for past, present, or future infringements or misappropriations therewith, or conflicts thereof, and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Miscellaneous. Assignee shall have the right to file or record this Agreement with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Trademarks.

3. Conflict with the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement,

the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement or the survival thereof.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which together shall constitute one and the same agreement.

6. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, Assignor and Assignee.

7. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 6.2 of the Purchase Agreement.

8. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR

Examination Management Services, Inc.

By:  _____

Name: Anthony Falisi

Title: General Counsel and Secretary

ASSIGNEE

GlobalOptions Services, Inc.

By: _____

Name: _____

Title: _____

[Signature Page - Trademark Assignment Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR

Examination Management Services, Inc.

By: _____

Name: _____

Title: _____

ASSIGNEE

GlobalOptions Services, Inc.

By: Michael S. Liss

Name: Michael S. Liss

Title: Chief Executive Officer

[Signature Page - Trademark Assignment Agreement]

Schedule A

Mark	Jurisdiction	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
ICS Merrill	U.S.	86655422 6/08/2015	N/A	Examination Management Services, Inc.
SMARTPARTNER	U.S.	76322517 10/05/2001	2664534 12/17/2002	Examination Management Services, Inc.
SMARTPARTNER	U.S.	77639016 12/23/2008	3650883 7/07/2009	Examination Management Services, Inc.

{N5188741}