

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Decision Strategies International, Inc.		02/29/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Heidrick & Struggles, Inc.		
Street Address:	4900 Willis Tower, 233 South Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4687679	ALIGN LEARN ANTICIPATE CHALLENGE INTERPR	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8542		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, NE		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	129054-635003		
NAME OF SUBMITTER:	Sidney R. Brown		
SIGNATURE:	/Sidney R. Brown/		
DATE SIGNED:	04/26/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is executed and delivered as of February 29, 2016 (the "Effective Date") by and between Decision Strategies International, Inc., a Pennsylvania corporation ("Assignor"), and Heidrick & Struggles, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 9, 2016, by and among the Assignor, Decision Strategies International (UK) Limited, the Shareholders of Assignor, Paul J. H. Schoemaker, in his capacity as the Shareholders' representative, Assignee, Heidrick & Struggles Leadership Consulting Ltd. and Heidrick & Struggles International, Inc. (the "Purchase Agreement"). Assignor and Assignee are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. Pursuant to the Purchase Agreement, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, the Purchased Assets.

B. Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, all of Assignor's right, title and interest in and to the Trademarks and Copyrights that constitute Purchased Assets, including the Trademarks and Copyrights identified on Schedule 1 and Schedule 2 hereto (collectively, the "Assigned IP").

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Assignment. Assignor hereby assigns to Assignee all right, title and interest of Assignor in and to the Assigned IP, including Assignor's interest in income, royalties, damages and payments accrued, due or payable to Assignor as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof by third parties, the right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights that, now or hereafter, may be secured throughout the world, solely to the extent arising from Purchased Assets).

2. Recordation and Further Actions. Except as otherwise provided in this Agreement and, to the extent applicable, the Purchase Agreement, Assignee shall be solely responsible for all actions and all costs whatsoever associated with the recordation and/or registration of this Agreement or any other document evidencing the assignment to Assignee of the Assigned IP. Assignor hereby authorizes and requests any and all trademark and copyright offices and other similar authorities anywhere in the world to record and register this Agreement upon request by Assignee. Without limitation to the foregoing, at the reasonable request of Assignee and at Assignee's cost, Assignor will take steps and actions following the date hereof

to ensure that the Assigned IP is properly assigned to Assignee, including the execution of any documents, files, registrations or other similar items (such as recordable form assignments).

3. Registrant Name Change Agreement. Reasonably promptly following the Closing, Assignor will, at the reasonable request of Assignee (a) execute and file or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each domain name (the "Registering Authority") and (b) take any further actions in accordance with the policies and rules of the Registering Authority as are reasonably required to transfer such domain names to Assignee on an expedited basis.

4. Binding on Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties, their successors in interest and permitted assigns.

5. Purchase Agreement; Conflicts. This Agreement is being executed solely to give effect to the transactions contemplated by the Purchase Agreement. Nothing in this Agreement, express or implied, is intended to, or will be construed to, modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement will govern.

6. Counterparts and Execution. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures transmitted by facsimile or electronic mail will be deemed originals for purposes of this Agreement.

7. Governing Law. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignee has caused its duly authorized representative to execute this Agreement effective as of the day and year first above written.

**DECISION STRATEGIES
INTERNATIONAL, INC.**

By: 

Name: Paul J. H. Schoemaker

Title: Executive Chairman

[Assignee Signature Page to the Intellectual Property Assignment Agreement]

**TRADEMARK
REEL: 005778 FRAME: 0046**

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Agreement effective as of the day and year first above written.

HEIDRICK & STRUGGLES, INC.

By: 

Name: Stephen W. Beard

Title: Executive Vice President and Chief
Administrative Officer

SCHEDULE 1

ASSIGNED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Owner</u>	<u>Reg#</u>	<u>Reg. Date</u>
Service Mark	United States	Decision Strategies International, Inc.	4,687,679	Feb. 17, 2015

DOMAIN NAMES

Decisionstrat.com
Decisionstrategiesinternational.com
Thinkdsi.com
Winningthelonggame.com
Winningthelonggame.net
Winningthelonggame.biz
Winningthelonggame.org
Strategicradar.com

SCHEDULE 2

ASSIGNED COPYRIGHTS

<u>Copyright</u>	<u>Country</u>	<u>Copyright Claimant</u>	<u>Reg#</u>	<u>Reg. Date</u>
Text	United States	Credit Union Executives Society & Decision Strategies International, Inc.	TX0005155573	2000-03-06