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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

12/19/2016
900387407

ETAS ID: TM409378

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Succeed Management Solutions, LLC		11/15/2016	Corporation: OREGON Limited Liability Company

RECEIVING PARTY DATA

Name:	KPA Services, LLC
Street Address:	1380 Forest Park Circle, Suite 140
City:	Lafayette
State/Country:	COLORADO
Postal Code:	80026
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	4596679	AGING SERVICES RX
Registration Number:	5019563	AUDIT TRACK
Registration Number:	4638722	BBS TRACK
Registration Number:	4596682	DENTAL SOLUTIONS RX
Registration Number:	4654519	INCIDENT TRACK
Registration Number:	4638723	JOB DESCRIPTION TRACK
Registration Number:	4657934	RISK MANAGEMENT CENTER
Registration Number:	4642779	RISK MANAGEMENT LIBRARY
Registration Number:	4990695	SAFETY OBSERVATION TRACK
Registration Number:	4638724	SDS TRACK
Registration Number:	4592691	SUCCEED ADVANTAGE
Registration Number:	5059047	SUCCEED AGILITY
Registration Number:	4093411	SUCCEED RM CERTIFICATION
Registration Number:	4945073	SUCCEED SAFETY TIPS
Registration Number:	4596688	SUCCEED UNIVERSITY
Registration Number:	4638725	TASK TRACK
Registration Number:	4706494	SUCCEED MANAGEMENT SOLUTIONS, LLC
Registration Number:	4687148	SUCCEED RISK MANAGEMENT CENTER
Registration Number:	3100341	COI TRACK

CH \$490.00 4596679

CORRESPONDENCE DATA**Fax Number:** 3125212875*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.***Phone:** 3125212775**Email:** ipdocket@muchshelist.com**Correspondent Name:** ADAM K SACHAROFF**Address Line 1:** 191 N Wacker Drive, Suite 1800**Address Line 2:** MUCH SHELIST, PC**Address Line 4:** Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	ADAM K SACHAROFF
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SIGNATURE:	/aks/
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DATE SIGNED:	12/19/2016
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Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made as of November 15, 2016, by and between KPA Services, LLC, a Delaware limited liability company (the “**Purchaser**”), and Succeed Management Solutions, LLC, an Oregon limited liability company (the “**Seller**”, and together with the Purchaser, the “**Parties**”).

RECITALS

A. The Seller, the Purchaser, Succeed Safety & Health Services, Inc., an Oregon corporation (“**Parent**”), and the shareholders of Parent are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), whereby the Seller is selling all of its Intellectual Property to the Purchaser, including but not limited to, the Intellectual Property listed on Schedule A, attached hereto (the “**Transferred Intellectual Property**”). Capitalized terms used herein but not defined shall have the meanings set forth in the Purchase Agreement.

B. This Assignment is being executed and delivered pursuant to Section 7.1(c) and Section 7.2(c) of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Transfer of the Transferred Intellectual Property. The Seller hereby sells, assigns, conveys, transfers and delivers the Transferred Intellectual Property and all of the Seller’s right, title and interest therein and thereto unto the Purchaser and its successors and assigns.

2. Grant of Rights to the Transferred Intellectual Property. The Seller grants, conveys, transfers, alienates and assigns to the Purchaser, for and throughout the world, the Seller’s rights, titles and interests (legal, equitable, use and otherwise) in and to any and all: (a) rights to file and register the Transferred Intellectual Property in the Purchaser’s name with any Government Entity; (b) rights to record the transfers made under this Assignment in the United States Patent and Trademark Office and in any other public offices of any Government Entities throughout the world; (c) rights to sue for, collect and retain damages predicated on present or future infringements of the Transferred Intellectual Property, as well as all other claims and rights to damages associated with the Transferred Intellectual Property, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (d) goodwill associated with the Transferred Intellectual Property.

3. Further Assurances. The Seller shall execute, acknowledge and deliver to the Purchaser such further instruments and documents which relate to the Transferred Intellectual Property as set forth in this Assignment as the Purchaser may reasonably request from time to time to facilitate registration of any such filings or to record the transfers made in this Assignment in any public office, or otherwise to give notice or evidence of the Purchaser’s exclusive rights to the Transferred Intellectual Property and all claims or rights thereunder.

4. No Retained Rights. The Seller’s assignment of the Transferred Intellectual Property to the Purchaser under this Assignment constitutes a complete, absolute and exclusive transfer of all rights

(legal, equitable, use and otherwise) of Seller in the Transferred Intellectual Property, whether currently existing or arising or recognized in the future. The Seller does not reserve or retain any right, title or interest in the Transferred Intellectual Property.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

6. Conflicts. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement. In the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

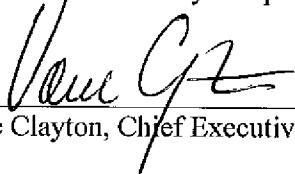
7. Counterparts. This Assignment may be executed in any number of counterparts, including electronic (portable document format (.pdf)) and facsimile counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PURCHASER:

KPA SERVICES, LLC,
a Delaware limited liability company

By: 
Vane Clayton, Chief Executive Officer

SELLER:

SUCCEED MANAGEMENT SOLUTIONS, LLC,
an Oregon limited liability company

By: Succeed Safety & Health Services, Inc.,
an Oregon corporation, its sole member

By: _____
Curt Shaw, President

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

PURCHASER:

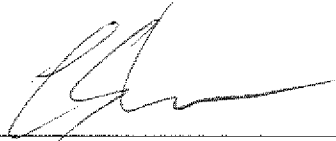
KPA SERVICES, LLC,
a Delaware limited liability company

By: _____
Vane Clayton, Chief Executive Officer

SELLER:

SUCCEED MANAGEMENT SOLUTIONS, LLC,
an Oregon limited liability company

By: Succeed Safety & Health Services, Inc.,
an Oregon corporation, its sole member

By: 
Curt Shaw, President

SCHEDULE A

TRANSFERRED INTELLECTUAL PROPERTY

1. Registered Trademarks

Reg. No.	Reg. Date	Mark
4596679	09/02/2014	AGING SERVICES RX
5019563	08/09/2016	AUDIT TRACK
4638722	11/11/2014	BBS TRACK
4596682	09/02/2014	DENTAL SOLUTIONS RX
4654519	12/09/2014	INCIDENT TRACK
4638723	11/11/2014	JOB DESCRIPTION TRACK
4657934	12/16/2014	RISK MANAGEMENT CENTER
4642779	11/18/2014	RISK MANAGEMENT LIBRARY
4990695	06/28/2015	SAFETY OBSERVATION TRACK
4638724	11/11/2014	SDS TRACK
4592691	08/26/2014	SUCCEED ADVANTAGE
5059047	10/11/2016	SUCCEED AGILITY
4093411	01/31/2012	SUCCEED RM CERTIFICATION
4945073	04/26/2016	SUCCEED SAFETY TIPS
4596688	09/02/2014	SUCCEED UNIVERSITY
4638725	11/11/2014	TASK TRACK
4706494	03/24/2015	SUCCEED MANAGEMENT SOLUTIONS, LLC
4687148	02/17/2015	SUCCEED RISK MANAGEMENT CENTER
3100341	06/06/2006	COI TRACK

2. Unregistered Trademarks

- (a) TRAINING TRACK
- (b) SUCCEED SAFETY TIPS



- (c)
- (d) SUCCEED MANAGEMENT SOLUTIONS



- (e)

3. Domain Names

- (a) succeedms.com
- (b) succeedsafetytips.com
- (c) lossfreerx.com
- (d) hrsafetyonline.com
- (e) nwpreferredbuilders.com
- (f) smstest.net
- (g) api.succeedms.com
- (h) dental.hrsafetyonline.com
- (i) dental-new.hrsafetyonline.com
- (j) portal.succeedms.com
- (k) kapnickriskservicecenter.com
- (l) nwpreferredbuilders.hrsafetyonline.com
- (m) blackthorn.hrsafetyonline.com
- (n) training.succeedms.com
- (o) training.hrsafetyonline.com
- (p) r3.succeedms.com
- (q) vault.succeedms.com

4. Software.
- (a) Risk Management Center
 - (b) Incident Track
 - (c) Training Track
 - (d) COI Track
 - (e) SDS Track
 - (f) BBS Track/Safety Observation Track
 - (g) Job Description Track
 - (h) Audit Track
 - (i) Employee Portal
 - (j) Vault
 - (k) Atlas
 - (l) Core
 - (m) AutoMailer
 - (n) Periodic Emailer
 - (o) Auto Task