

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM415928

<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>
McKinney Rogers International Limited		02/01/2017	Corporation: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GP Strategies Corporation		
<b>Street Address:</b>	70 Corporate Center		
<b>Internal Address:</b>	11000 Broken Land Parkway, Suite 200		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21044		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2924047	ASPIRE	
<b>Registration Number:</b>	3753760	MCKINNEY ROGERS	
<b>Registration Number:</b>	2887724	MISSION ANALYSIS	
<b>Registration Number:</b>	2819568	MISSION LEADERSHIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036106200		
<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>	7036106100		
<b>Email:</b>	boxip@hoganlovells.com		
<b>Correspondent Name:</b>	Timothy J. Lyden, Hogan Lovells US LLP		
<b>Address Line 1:</b>	7930 Jones Branch Drive, 9th Floor		
<b>Address Line 2:</b>	Attn: Box Intellectual Property		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>NAME OF SUBMITTER:</b>	Timothy J. Lyden		
<b>SIGNATURE:</b>	/Timothy J. Lyden/		
<b>DATE SIGNED:</b>	02/13/2017		
<b>Total Attachments: 9</b>			

CH \$115.00 2924047

source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page1.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page2.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page3.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page4.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page5.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page6.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page7.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page8.tif  
source=TM Assignment - GP - McKinney Rogers International - executed 2-1-17 (3)#page9.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 1, 2017 (the "Effective Date"), by GP Strategies Corporation, a Delaware Corporation ("Assignee"), and McKinney Rogers International Limited, a company incorporated and registered in England and Wales with number 03713679, with its principal place of business at 25 Sackville Street, London, W1S 3AX, United Kingdom ("Assignor").

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement, dated November 4, 2016, as amended on January 23, 2017 (the "Asset Purchase Agreement"), by and among Assignee, GP Strategies Limited, a company incorporated and registered in England and Wales with number 08003789, McKinney Rogers Trading (Barbados) Limited, a limited liability company incorporated under the laws of Barbados, Assignor, McKinney Rogers Holdings (Barbados) Limited, an international business company incorporated under the laws of Barbados, McKinney Rogers International (USA) Incorporated, a Massachusetts corporation and wholly-owned subsidiary of the Company, McKinney Rogers Kenya Limited, a Kenya limited company and subsidiary of MR UK and the Company and Damian G. McKinney, an individual;

WHEREAS, this Assignment is contemplated pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Assignor is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademark-related Intellectual Property and goodwill of the business connected with the use of the trademark-related Intellectual Property that constitutes a portion of the Acquired Assets (as defined in the Asset Purchase Agreement), which intellectual property is more particularly described in Exhibit A annexed hereto (the "Trademark-Related Intellectual Property");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor wishes to assign to Assignee the entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee wishes to acquire Assignor's entire, right, title, interest, benefits and privileges and goodwill in and to the Trademark-Related Intellectual Property.

NOW, THEREFORE, for and in consideration of the premises of the mutual covenants contained herein, and in consideration of the sum of One Dollar (\$1.00) or the equivalent thereof, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, the Assignor and Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, assigns and legal representatives, Assignor's entire right, title, interest, benefits,

privileges and goodwill associated with and symbolized by the Trademark-Related Intellectual Property and goodwill of the business associated with the Trademark-Related Intellectual Property, including, but not limited to: (a) United States and foreign federal and state registered and common law trademarks, service marks and trade dress; (b) registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international, national, and regional applications and including, without limitation, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress; (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Trademark-Related Intellectual Property; (d) any and all claims and causes of action with respect to the Trademark-Related Intellectual Property, whether accruing before, on, or after the Effective Date, 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, violation, misuse, breach, or default, with the right (but not the obligation) to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and (e) any priority right that may arise from the trademarks, service marks and trade dress.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Further Actions. Assignor hereby covenants and agrees to execute and deliver, at the reasonable request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment. Assignor hereby binds its legal representatives, agents, officers, parents, subsidiaries and affiliates, as well as Assignor, to do, upon Assignee's request, all acts reasonably serving to assure that the Trademark-Related Intellectual Property shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful documents including petitions, specifications, oaths, assignments, disclaimers, and affidavits in form and substance as may be reasonably requested by Assignee; and to communicate to Assignee all material facts known to Assignor relating to the Trademark-Related Intellectual Property or the history thereof.

5. General.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. This Assignment shall be governed by and construed under and the rights of the parties determined in accordance with the Laws of the State of Delaware (without reference to the choice of Law provisions of the State of Delaware).

(c) Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of the Assignee and its successors and, if applicable, permitted assigns. Assignor intends that this Assignment shall not benefit or create any right or cause of action in any Person other than the Assignor or Assignee.

(d) Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

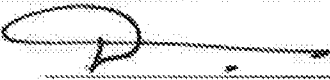
(e) Amendments. This Assignment may be amended, modified or waived only by a written agreement signed by the Assignor and the Assignee. With regard to any power, remedy or right provided in this Assignment or otherwise available to the Assignor or Assignee, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signatures on the following pages]

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be duly executed on its behalf, on the Effective Date.

**ASSIGNOR:**

**MCKINNEY ROGERS  
INTERNATIONAL LIMITED**

By:  \_\_\_\_\_

Name: Damian G. McKinney

Title: Chief Executive Officer

**ASSIGNEE:**

**GP STRATEGIES CORPORATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, the party hereto has caused this Assignment to be duly executed on its behalf, on the Effective Date.

**ASSIGNOR:**

**MCKINNEY ROGERS  
INTERNATIONAL LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

**GP STRATEGIES CORPORATION**

By:  \_\_\_\_\_

Name: Scott N. Greenberg

Title: Chief Executive Officer

**EXHIBIT A**

**Trademark-Related Intellectual Property**

Jurisdiction	Trademark App. / Reg. No.	Status	Goods and/or Services
United Kingdom	ASPIRE RN: 2227296 AN: 2227296	United Kingdom Registered	(Int'l Class: 09) Computer programmes relating to the education and training of business personnel. (Int'l Class: 16) Printed matter relating to the education and training of business personnel. (Int'l Class: 35) Business management and organization consulting; personnel resourcing development and management consulting. (Int'l Class: 41) Business management training; education and training of business personnel.
United Kingdom	MCKINNEY ROGERS RN: 2504490 AN: 2504490	United Kingdom Registered	(Int'l Class: 09) Computer programmes relating to the education and training of business personnel. (Int'l Class: 16) Printed matter relating to the education and training of business personnel. (Int'l Class: 35) Business management organisation consulting; personnel resourcing development; advice relating to business management; management consulting; advice relating to commercial management; advice relating to marketing management; advice relating to personnel management; advisory services for business management; business management advice; consultancy relating to business management; management assistance (commercial or industrial); provision of business management assistance. (Int'l Class: 41) Business management training; education and training of business personnel, business training consultancy services; business training services; course (training) relating to management; management training services; personnel training; consultancy services relating to the training of employees production of training films; provision of training; training; arranging, organisation and conducting of workshops [training]; arranging, organisation and conducting of conferences relating to training; arranging, organisation and conducting of conventions for training purposes; arranging, organisation and conducting of exhibitions for training purposes; arranging, organisation and conducting of presentations for training purposes; arranging, organisation and conducting of seminars relating to training.



Jurisdiction	Trademark App./Reg. No.	Status	Goods and/or Services
United Kingdom	Mission Leadership RN: 2286069 AN: 2286069	United Kingdom Registered	(Int'l Class: 09) Computer programmes relating to the education and training of business personnel. (Int'l Class: 16) Printed matter relating to the education and training of business personnel. (Int'l Class: 35) Business management and organisation consulting; personnel resourcing development and management consulting. (Int'l Class: 41) Business management training; education and training of business personnel.
United Kingdom	MISSION LEADERSHIP DASHBOARD RN: 2401221 AN: 2401221	United Kingdom Registered	(Int'l Class: 09) Computer programmes relating to the education and training of business personnel; computer programmes relating to business performance management; computer programmes relating to business performance measurement. (Int'l Class: 16) Printed matter relating to the education and training of business personnel; printed matter relating to business performance management; printed matter relating to business performance measurement. (Int'l Class: 35) Business management and organisation consulting; personnel resourcing development and management consulting; consultancy services relating to company performance management; business advisory services relating to company performance management; consultancy services relating to business performance management; business advisory services relating to business performance management. (Int'l Class: 41) Business management training; education and training of business personnel; business performance management training.
United States	ASPIRE RN: 2924047 SN: 78057918	United States Registered	(Int'l Class: 16) Cancelled - Sec. 8 [ printed books and booklets dealing with the education and training of business personnel ] (Int'l Class: 35) business management and business organization consultation services; business personnel resourcing development and management consultation services (Int'l Class: 41) educational services, namely, conducting classes in business management and business personnel issues

Jurisdiction	Trademark App./Reg. No.	Status	Goods and/or Services
United States	MCKINNEY ROGERS RN: 3753760 SN: 77632968	United States Registered	(Int'l Class: 09) computer programs for training business personnel featuring training information in the field of business management (Int'l Class: 16) printed materials, namely, brochures, newsletters, books, and printed instructional and teaching materials for training business personnel in the field of business management (Int'l Class: 35) business management organization consulting; personnel consultation, namely, personnel resource development; advice in the field of business management; business management consulting; advice in the field of commercial management; advice in the field of marketing management; advice in the field of personnel management; advisory services for business management; business management advice; consultancy relating to business management; commercial or industrial management assistance; provision of business management assistance; management and business consulting services in the field of training and recruitment (Int'l Class: 41) educational services, namely, training in the field of business management; educational training courses in the field of business management and personnel management; organization of exhibitions for educational purposes in the field of business management and strategy execution
United States	MISSION ANALYSIS RN: 2887724 SN: 78211142	United States Registered	(Int'l Class: 09) Cancelled - Sec. 8 [ computer programs for organizing and outlining educational materials relating to the training of business personnel ] (Int'l Class: 16) printed educational materials relating to the education and training of business personnel (Int'l Class: 35) business management and organization consulting, and serving as a human resources department for others, namely, personnel resourcing development and personnel management consultation (Int'l Class: 41) educational services, namely, conducting [ seminars, classes, ] workshops, and conferences in the fields of business management and personnel training

Jurisdiction	Trademark App./Reg. No.	Status	Goods and/or Services
United States	MISSION LEADERSHIP RN: 2819568 SN: 78123660	United States Registered	(Int'l Class: 09) computer programs for organizing and outlining educational materials relating to the training of business personnel (Int'l Class: 16) printed educational materials relating to the education and training of business personnel (Int'l Class: 35) business management and organization consulting; and serving as a human resources department for others, namely, personnel resourcing development and personnel management consultation (Int'l Class: 41) educational services, namely, conducting [ seminars, classes, ] workshops, and conferences in the fields of business management and personnel training

TRADEMARK

REEL: 005988 FRAME: 0506

RECORDED: 02/13/2017