

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM430233

<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>
Corporate Visions, Inc.		06/02/2017	Corporation: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Red Bear Negotiation Company		
<b>Street Address:</b>	9808 Broadway		
<b>City:</b>	Crown Point		
<b>State/Country:</b>	INDIANA		
<b>Postal Code:</b>	46307		
<b>Entity Type:</b>	Limited Liability Company: INDIANA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1565292	SITUATIONAL NEGOTIATION SKILLS	
<b>Registration Number:</b>	3909772	SITUATIONAL NEGOTIATION SKILLS	
<b>Registration Number:</b>	3921743	100MINUTES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156597333		
<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>	415.836.2557		
<b>Email:</b>	tmdocket@dlapiper.com		
<b>Correspondent Name:</b>	Heather Dunn		
<b>Address Line 1:</b>	555 Mission Street, Suite 2400		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>NAME OF SUBMITTER:</b>	Stephanie L. Hall		
<b>SIGNATURE:</b>	/Stephanie Hall/		
<b>DATE SIGNED:</b>	06/06/2017		
<b>Total Attachments: 3</b>			
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CH \$90.00 1565292

## EXHIBIT A

### BILL OF SALE

This Bill of Sale (“Bill of Sale”) dated as of May 31, 2017, is entered into by and between Corporate Visions, Inc., an Indiana corporation with offices at 3875 Hopyard Rd., Ste. 275, Pleasanton, CA 94588 (“CVI”) and RED BEAR Negotiation Company, an Indiana limited liability company with offices at 9808 Broadway Crown Point, IN 46307 (“RED BEAR”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

### RECITALS

WHEREAS, CVI and RED BEAR entered into an Intellectual Property Purchase Agreement dated as of May 31, 2017 (the “Purchase Agreement”).

WHEREAS, the Purchase Agreement provides for, among other things, the sale to RED BEAR of CVI’s intellectual property rights in and to certain CVI products, for the consideration and on the terms and conditions set forth in the Purchase Agreement.

WHEREAS, the parties desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this instrument evidencing the vesting in RED BEAR of all right, title and interest in and to CVI’s intellectual property rights in and to such CVI products.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. For the purposes of this Bill of Sale:

1.1 “Intellectual Property Rights” means all worldwide patent rights (including patent applications and disclosures), copyright rights, mask work rights, trade secret rights, know-how, trademarks (including but not limited to those Trademarks listed in the attached Schedule 1), service marks, brand names, product names, logos, trade dress, common law rights, Materials, Methodology, Workshops and any and all other intellectual property or proprietary rights in and to the Products (excluding such rights in and to CVI’s corporate identity or corporate branding separate from the Products), in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world, in existence as of the effective date of the Purchase Agreement or which subsequently come into being, and all causes of action and rights to recover damages and payments for past, present or future infringements or misappropriations thereof and the goodwill of the business and operations associated with such Products.

1.2 “Lien” means any mortgage, pledge, assessment, security interest, lease, sublease, lien, adverse or prior claim, levy, charge, easement, rights of way, covenant, restriction, right of first refusal, encroachment, option or encumbrance of any kind, or any defect in title, conditional sale contract, title retention contract, or other contract, judgment or order to give or to refrain from giving any of the foregoing.

1.3 “Materials” means all audio-visual and/or visual items made available by CVI in connection with the Products, including all Workshop leaders’ guides, other guides, timing summaries, cases and all supporting documentation, drawings and diagrams, audio-visual works, books, kits and other materials owned by CVI as of the effective date of the Purchase Agreement or which subsequently come into being.

1.4 "Methodology" means the proprietary know-how, methods, techniques and processes used by CVI to create, support and deliver the Products.

1.5 "Products" means CVI's following products: Negotiating with Suppliers 1 ("NWS"), Negotiating with Suppliers 2 ("NWS2"), Negotiating with Suppliers 3-4 ("NWS3-4"), Cross Cultural Negotiations ("CCN"), 100 Minutes to Improved Negotiation Results ("100M") and Situational Negotiation Skills ("SNS").

1.6 "Workshop" means an interactive or non-interactive class, course, lecture, program, seminar, session or symposium provided in-person, online and/or through any other method of delivery of the Products in any and all media, in existence as of the effective date of the Purchase Agreement or which subsequently come into being.

2. CVI hereby sells, transfers, assigns and delivers to RED BEAR, free and clear of all Liens, all of CVI's Intellectual Property Rights in and to the Products. RED BEAR hereby accepts such sale, transfer, assignment and delivery.

3. CVI hereby authorizes the U.S. Copyright Office, the Commissioner of Patents and Trademarks of the United States and any corresponding office in any country or countries foreign to the United States, if and where applicable, to record the sale, transfer, assignment and delivery of CVI's Intellectual Property Rights in and to the Products in the name of RED BEAR, its successors and assigns.

4. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall govern.

5. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York.

6. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Bill of Sale delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Bill of Sale.

CORPORATE VISIONS, INC.

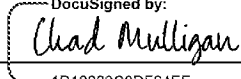
RED BEAR NEGOTIATION COMPANY

By: \_\_\_\_\_  
DocuSigned by:  
  
FC6C233B59344DB...

Name: Gloria Fan

Title: CFO

Date: 6/2/2017

By: \_\_\_\_\_  
DocuSigned by:  
  
1D12023C0DF64EF...

Name: Chad Mulligan

Title: President

Date: 6/2/2017

**SCHEDULE 1 TO BILL OF SALE**

**LIST OF TRADEMARKS**

SITUATIONAL NEGOTIATION SKILLS (stylized )

Jurisdiction: United States of America

Next Action: 11/7/2018-19 – Section 8/15; Grace Period 08/07/2020

Class: 41 Int.

Registration No: 1565292

SITUATIONAL NEGOTIATION SKILLS

Jurisdiction: United States of America

Next Action: 01/25/2016-17- Section 8/15; Grace Period 07/25/2017

Class: 41 Int.

Registration No: 3909772

100MINUTES

Jurisdiction: United States of America

Next Action: 02/22/2016-17- Section 8/15; Grace Period 08/22/2017

Classes: 35 Int. 41 Int. 42 Int.

Registration No: 3921743