

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436087

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juran Institute, Inc.		01/13/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Phillip Townsend Associates, Inc.		
Street Address:	509 North Sam Houston Parkway East, Suite 600		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77060		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3261552	THE JURAN COMPLEXITY FACTOR	
CORRESPONDENCE DATA			
Fax Number:	7132766706		
<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:	713-276-5706		
Email:	houston.ip@gardere.com		
Correspondent Name:	GARDERE WYNNE SEWELL LLP (T.R. Miller)		
Address Line 1:	1000 Louisiana St., Suite 2000		
Address Line 4:	Houston, TEXAS 77002-2099		
ATTORNEY DOCKET NUMBER:	130258-3000		
NAME OF SUBMITTER:	Terrell R. Miller		
SIGNATURE:	/Terrell R. Miller/		
DATE SIGNED:	07/21/2017		
Total Attachments: 3			
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OP \$40.00 3261552

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**"), effective as of January 13, 2017 ("**Effective Date**"), is between Juran Institute, Inc., a Delaware corporation ("**Assignor**"), and Phillip Townsend Associates, Inc., a Texas Corporation ("**Assignee**") (Assignor and Assignee are collectively the "**Parties**" and individually a "**Party**"). Unless otherwise indicated, all capitalized terms used herein shall have the meanings given to them in that certain Intellectual Property Transfer Agreement dated January 13, 2017, by and between the Parties (the "**IP Transfer Agreement**").

RECITALS. Pursuant to the terms and conditions of the IP Transfer Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, or cause to be sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, among other things, all of the Assignor's right, title, and interest in and to U.S. Trademark Registration No. 3261552 for trademark THE JURAN COMPLEXITY FACTOR and International Registration Madrid Protocol No. 949272 including European Extension of International Registration (the "**Transferred Trademark**").

NOW, THEREFORE, in consideration of the foregoing, the consideration set forth in the IP Transfer Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows:

1. **Assignment by Assignor.** Assignor hereby sells, transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Transferred Trademark in the United States of America, any of its jurisdictions, and all foreign countries, including any and all goodwill of Assignor associated with such Transferred Trademark and all royalties and payments in connection therewith, together with the right to sue and recover for any and all past, present, and future infringements or improper activities in connection with such Transferred Trademark. Assignor agrees that the rights transferred to Assignee pursuant to this Assignment include but are not limited to all common law rights to the Transferred Trademark, any and all causes of action and other rights assertable under the Transferred Trademark, and the right to receive and use all benefits obtained from any litigation or enforcement proceedings with respect to the Transferred Trademark. Assignor sells, transfers, conveys, assigns, and delivers the Transferred Trademark to Assignee free and clear of all liens, claims, encumbrances and restrictions, except as may be set forth in the IP Transfer Agreement. Assignor agrees to execute all papers and perform such other and further acts as necessary or appropriate to secure for Assignee all rights herein assigned.

2. **Severability.** If any provision of this Assignment is held to be illegal, invalid, or unenforceable, such provision shall be fully severable and this Assignment shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of

this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

Juran Institute, Inc.

By: Joseph DeFeo

Name: Joseph DeFeo

Title: Chief Operating Officer

Date: 7/17/2017

ASSIGNEE:

Phillip Townsend Associates, Inc.

By: _____

Name: _____

Title: _____

Date: _____

this Assignment a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

IN WITNESS WHEREOF, the Parties have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:

Juran Institute, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ASSIGNEE:

Phillip Townsend Associates, Inc.

By: B. M. Dastur

Name: Barjor M. Dastur

Title: President and CEO

Date: 7/14/17