

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438723

<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>
SPI Georgia, LLC		12/30/2015	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sales Performance International, LLC		
<b>Street Address:</b>	6201 Fairview Rd., Suite 400		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28210		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4546318	COMPASS SALES COACH	
<b>Registration Number:</b>	3252792	GPS R.A.D.A.R.	
<b>Registration Number:</b>	4546317	M.A.P. ACCOUNT PLANNER	
<b>Registration Number:</b>	4546316	NAVIGATOR FORECAST ANALYST	
<b>Registration Number:</b>	2340081	R.A.D.A.R.	
<b>Registration Number:</b>	2843186	R.A.D.A.R. - WINNING OPPORTUNITY STRATEG	
<b>Registration Number:</b>	4542005	R.A.D.A.R. OPPORTUNITY MANAGER	
<b>Registration Number:</b>	2297131	READING ACCOUNTS AND DEPLOYING APPROPRIA	
<b>Registration Number:</b>	2361362	T.OTAL E.NTERPRISE A.CCOUNT M.ANAGEMENT	
<b>Registration Number:</b>	2292513		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	7043778156		
<b>Email:</b>	jcarusone@robinsonbradshaw.com		
<b>Correspondent Name:</b>	Jennifer Carusone		
<b>Address Line 1:</b>	101 N. Tryon St., Suite 1900		
<b>Address Line 2:</b>	Robinson, Bradshaw & Hinson, P.A.		

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<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246
<b>NAME OF SUBMITTER:</b>	Jennifer Carusone
<b>SIGNATURE:</b>	/Jennifer Carusone/
<b>DATE SIGNED:</b>	08/10/2017
<b>Total Attachments: 2</b> source=SPI - Assignment and Assumption Agreement for SPI Georgia Dissolution (executed)#page1.tif source=SPI - Assignment and Assumption Agreement for SPI Georgia Dissolution (executed)#page2.tif	

## ASSIGNMENT & ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), dated December 30, 2015, is by and between SPI Georgia, LLC, a North Carolina limited liability company ("Assignor"), and Sales Performance International, LLC, a North Carolina limited liability company ("Assignee").

### Background Statement

The managers and members of Assignor and Assignee have determined that it is in the best interests of Assignor and Assignee and the members thereof to consolidate the business operations of Assignor and Assignee by having Assignor assign all of its assets and liabilities to Assignee and then dissolving and terminating Assignor.

### Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment of Assets. Assignor hereby conveys, assigns, transfers and delivers to Assignee, its successors and assigns, free and clear of all security interests, liens, restrictions, claims, encumbrances or charges of any kind, all of Assignor's right, title and interest in and to all of its assets, to have and to hold all such assets for its own use, benefit and behalf forever. Such assignment shall be effective as of December 31, 2015 (the "Effective Time").

2. Assumption of Liabilities. Assignor does hereby assign, and Assignee does hereby assume responsibility for, all liabilities and obligations of Assignor, whether arising before or after the Effective Time. Such assignment and assumption shall be effective as of the Effective Time.

3. Further Assurances. Assignee and Assignor covenant and agree that each will at any time and from time to time, without the payment of additional consideration, do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Assignee or Assignor, as applicable, deems reasonably necessary or proper to carry out the assignments, conveyances and assumptions intended to be made hereunder.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, subsidiaries, parents, successors and assigns.


5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date set forth above.

**ASSIGNOR:**


SPI Georgia, LLC

By: Sales Performance International, LLC, its  
Manager

By:   
Name: Keith M. Eades  
Title: Manager

**ASSIGNEE:**

Sales Performance International, LLC

By:   
Name: Keith M. Eades  
Title: Manager