

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
True Office Learning, Corporate Board Member, LLC		08/23/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Chief Executive Group, LLC		
Street Address:	9 West Broad Street		
Internal Address:	Suite 430		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3081646	CORPORATE BOARD MEMBER	
Registration Number:	3010727	CORPORATE BOARD MEMBER EUROPE	
Registration Number:	5205494	FORGE	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	203-355-3827		
Email:	cbutler@fdh.com		
Correspondent Name:	Christopher Butler c/o Finn Dixon & Herl		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Christopher Butler		
SIGNATURE:	/s/Christopher Butler		
DATE SIGNED:	08/25/2017		
Total Attachments: 6 source=IP - CEG#page1.tif			

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this “Agreement”) is made and entered into as of August 23, 2017, by and between True Office Learning, Corporate Board Member, LLC, a Delaware limited liability company (the “Assignor”), and Chief Executive Group, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignee has purchased, among other assets of the Assignor, the Intellectual Property and Intellectual Property Assets (each, as defined in the Purchase Agreement, collectively for the purposes of this Agreement, the “Intellectual Property”) of the Assignor related to the Business (as defined in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of the Assignor, as set forth therein; and

WHEREAS, this Agreement is contemplated by the Purchase Agreement.

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

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment and Assumption. Effective as of the Closing Date, the Assignor hereby assigns, sells, conveys, delivers and transfers to Assignee all of the Assignor’s Intellectual Property included in the Transferred Assets (including, but not limited to, the trademark applications and registrations and copyrights listed on Exhibit A hereto), together with the goodwill of the Business connected with the use thereof (as applicable) and symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, in accordance with the Purchase Agreement, and for the use and benefit of its successors and assigns.

3. Terms of the Purchase Agreement. The Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded and/or modified 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Further Actions.

(a) The Assignor hereby agrees to execute all appropriate, necessary and customary forms and use all commercially reasonable efforts to assist Assignee, at Assignee’s reasonable request from time to time (the reasonable cost and expense of which shall be paid by the Assignee unless such action results from a breach of the Purchase Agreement or this Agreement by the Assignor), to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. The Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Agreement.

(b) The Assignor agrees to provide the appropriate authorizations to, and to execute the appropriate forms for, the applicable registration organization, or to Assignee if appropriate, and will use its commercially reasonable efforts to comply promptly with all other remaining steps necessary to transfer all domain names and social media accounts held by the Assignor or by third parties on its behalf, including, but not limited to the domain names and social media accounts set forth on Exhibit B hereto (the “Domain Names and Social Media Accounts”). The Assignor represents and warrants that it has not and will not otherwise delete or transfer any of the Domain Names and Social Media Accounts except as provided for herein.

(c) In the event that the Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 4(a) and/or 4(b) above, the Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of the Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the Assignor.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of the laws of any other jurisdiction.

6. Counterparts. This Agreement may be executed in two or more counterparts, and by the parties hereto on separate counterparts, each of which shall be an original, but all of which taken together shall constitute one agreement.

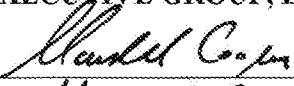
7. Miscellaneous. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver. Notices shall be provided to the addresses and in the manner provided in the Purchase Agreement. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. Assignee may collaterally assign any of its rights hereunder to any lender or financing source and may assign any of its rights hereunder in connection with a sale by the Assignee or its assigns of all or substantially all of its assets, whether by sale of assets, stock, merger or otherwise.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intellectual Property Agreement as of the date first above written.

ASSIGNEE:

CHIEF EXECUTIVE GROUP, LLC,

By: 
Name: Marshall Cooper
Title: CEO

ASSIGNOR:

TRUE OFFICE LEARNING, CORPORATE BOARD
MEMBER, LLC,

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Intellectual Property Agreement as of the date first above written.

ASSIGNEE:

CHIEF EXECUTIVE GROUP, LLC,

By: _____
Name: _____
Title: _____

ASSIGNOR:

TRUE OFFICE LEARNING, CORPORATE BOARD
MEMBER, LLC,

By: DS
Name: Dan Spradling
Title: Vice President

EXHIBIT A

1. TRADEMARKS

U.S. Trademark Registration No. 3081646 for Corporate Board Member, Registration Date April 18, 2006.

U.S. Trademark Registration No. 3010727 for Corporate Board Member Europe, Registration Date November 1, 2005.

U.S. Trademark Registration No. 5205494 for FORGE, Registration Date May 16, 2017

EXHIBIT B

A) Internet Domain Names

boardmember.com
boardroomchannel.com
corporateboardmember.com
theboardroomchannel.com
thedirectordatabase.com

B) Social Media Accounts

Twitter (@CorpBoardMember)
LinkedIn (Corporate Board Member)