

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM447157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TSIG Consulting, Inc.		07/26/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	The Greeley Company, LLC		
Street Address:	5 Cherry Hill Drive, Suite 200		
City:	Danvers		
State/Country:	MASSACHUSETTS		
Postal Code:	01923		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86824569	TSIG WORKS	
CORRESPONDENCE DATA			
Fax Number:	7344184288		
<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:	7344184288		
Email:	jreitz@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Julie E. Reitz		
SIGNATURE:	/Julie E. Reitz/		
DATE SIGNED:	10/13/2017		
Total Attachments: 13			
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of July 26, 2017, is made by and among TSIG Consulting, Inc., a New York corporation ("Seller"), The Greeley Company, LLC, a Delaware limited liability company ("Buyer") and Ralph Heiman, Karim Bhimani, Noam Aberbach, George Rivas and Harry Spring (collectively, the "Equityholders"). Seller and the Equityholders are referred to individually as a "Selling Party" and collectively as "Selling Parties". Certain capitalized terms used herein are defined in Section 8.9 hereof.

PREAMBLE

WHEREAS, Seller is engaged in the business of healthcare accreditation, compliance, survey preparation, regulatory affairs and facilities management consulting services, products and related technology-enabled solutions (the "Business");

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell, assign, transfer, convey and deliver to Buyer, all of the assets and operations of Seller relating to Seller's Business, together with certain obligations and liabilities relating thereto, all in the manner and subject to the terms and conditions set forth herein;

WHEREAS, the Equityholders own all of the issued and outstanding Capital Stock of Seller; and

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

ARTICLE I.

PURCHASE AND SALE OF ACQUIRED ASSETS

1.1. Purchase and Sale of Acquired Assets.

(a) Subject to the terms of this Agreement (including Section 1.1(b)), Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase and acquire from Seller, free and clear of all Liens (except Permitted Liens), all right, title and interest in and to all of Seller's rights, properties and assets of every kind, nature, character and description held or used by Seller (whether real, personal or mixed, whether tangible or intangible, and wherever located) and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, as such assets exist on the Closing Date (collectively, the "Acquired Assets"), including, without limitation, the following:

- (i) all goodwill as a going concern;
- (ii) all contracts, agreements, leases, licenses, instruments, obligations, arrangements or other understandings (whether written or oral), including amendments and supplements, modifications, and side letters or agreements (collectively, the "Contracts"), including those identified in Schedule 1.1(a)(ii);
- (iii) all accounts receivable and all notes, bonds and other evidences of indebtedness and rights to receive payments ("Accounts Receivable"), including those identified in Schedule 1.1(a)(iii) and all customer and client deposits and down-payments;

(iv) all rights in those business names (the "Business Names") set forth on Schedule 1.1(a)(iv), including the sole and exclusive right to own and use the Business Name, along with all income, royalties, damages and payments due or payable as of the Closing Date or thereafter (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world;

(v) all Client Work Product;

(vi) all leasehold improvements, machinery, vehicles, automobiles, equipment, molds, furniture (including, without limitation, office furniture), fixtures and other tangible personal property;

(vii) all computer equipment and communications equipment, prepaid items/deposits, Intellectual Property, data and databases and customer lists and relationships, including, without limitation, all customer information;

(viii) all other assets shown on Seller's most recent balance sheet;

(ix) the Leased Real Property, and the rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in such real property;

(x) all bank accounts, including those identified in Schedule 1.1(a)(x) (but not the Cash and Cash Equivalents contained therein as of the Closing, which are part of the Excluded Assets as described in Section 1.1(b) below); and

(xi) all Other Acquired Assets.

(b) Excluded Assets. Notwithstanding anything contained herein to the contrary, the following rights and assets of Seller shall be excluded from the transactions contemplated by this Agreement, and Seller shall not sell, assign, transfer, convey or deliver to Buyer, and Buyer shall not purchase from Seller (and the Acquired Assets shall not include), the following assets, properties, interests and rights of Seller (the "Excluded Assets"):

(i) all Cash and Cash Equivalents of Seller;

(ii) all equity and other ownership interests in Seller;

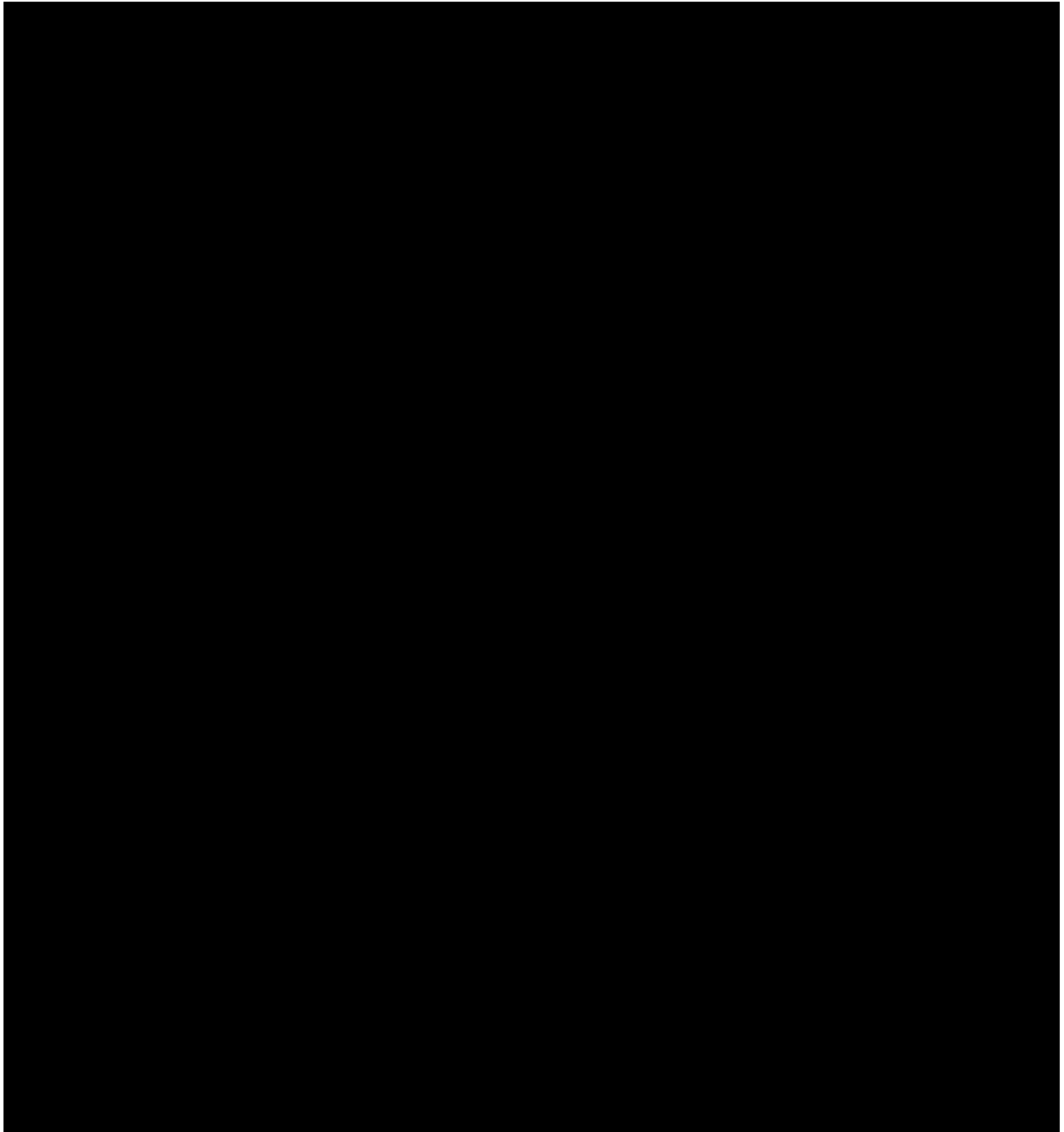
(iii) the organizational documents, minute books, and other documents relating exclusively to the organization, maintenance and existence of Seller as an entity, including taxpayer and other identification numbers, Tax Returns, Tax information and Tax records, and books and records related exclusively to the Excluded Liabilities; provided, that at the request of Buyer, Seller shall provide reasonable access to such Tax Returns, books and records, documents and other information relating to Seller that are reasonably relevant to the preparation of the Tax Returns of the Buyer or its Affiliates (and shall afford Buyer (or its agents), at Buyer's sole cost and expense, subject to reasonable confidentiality obligations, the right to take extracts therefrom and to make copies thereof);

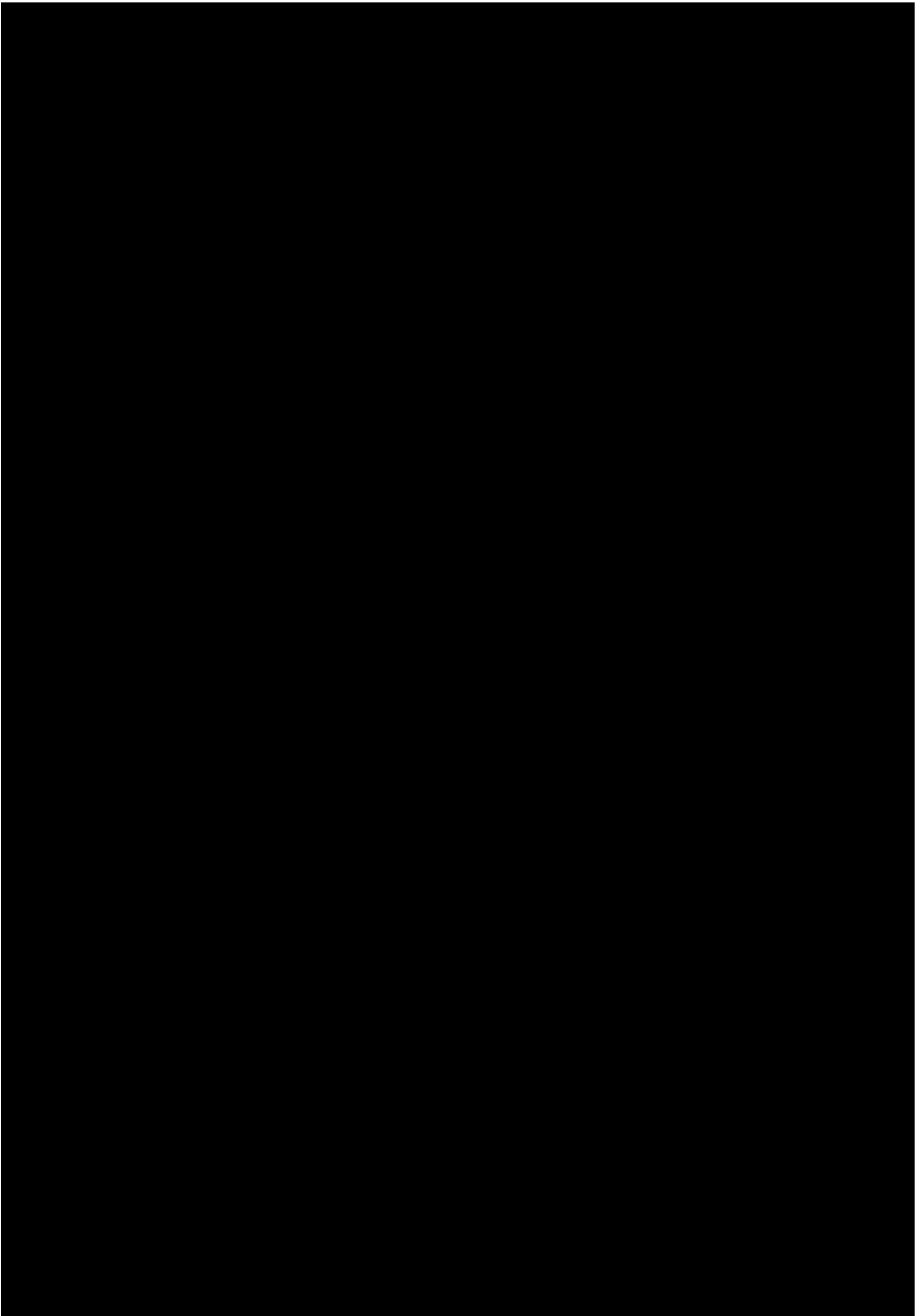
(iv) the rights of Seller under this Agreement and the other Transaction Documents to which it is a party;

(v) any refunds (or claims or rights with respect thereto) relating to Taxes attributable to Seller for all Pre-Closing Tax Periods;

(vi) all employee benefit plans, programs, arrangements and other commitments of Seller relating to its employees, whether written or oral, express or implied and any trusts, insurance arrangements or other assets held pursuant to, or set aside to fund the obligations under any such employee benefit plans; and

(vii) except for any proceeds received pursuant to the errors and omissions insurance tail policy obtained on the date hereof, all insurance policies and the rights and benefits thereunder (including any rights to proceeds thereof), to the extent arising prior to the Closing from or relating to Seller's operation of the Business.





8.9. Definitions. For purposes of this Agreement, the following terms have the meaning set forth below:

"Adjustment Calculation Time" means 11:59 p.m. New York, New York time on the day immediately prior to the Closing Date.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities or otherwise.

"Capital Stock" means (i) in the case of a corporation, any and all shares (however designated) of capital stock, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of capital stock, (iii) in the case of a partnership or limited liability company, any and all partnership or membership interests (whether general or limited), (iv) in any case, any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person, and (v) in any case, any right to acquire any of the foregoing.

"Cash and Cash Equivalents" means the (i) sum of the fair market value (expressed in United States dollars) of all unrestricted cash and cash equivalents (including marketable securities, short term investments and all deposited but uncleared bank deposits) minus (ii) all outstanding checks and wires in transit, of any Person as of immediately prior to the Closing, as recorded in the books and records of such Person in accordance with GAAP, as consistently applied by such Person, on the Closing Date.

"Charter Documents" means any corporate, partnership or limited liability organizational documents, including, but not limited to, Certificates or Articles of Incorporation, By-laws, Certificates of Formation, Operating Agreements, Certificates of Limited Partnership, Partnership Agreements, and Certificates of Existence, as applicable.

"Client Work Product" means, with respect to any Person, all of such Person's work-in-process, reports, drawings, plans and other client deliverables used in the Business or used in the operation of the Business.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor law.

"Environmental Laws" means all federal, state, local and foreign Laws, including statutes, regulations, ordinances, rules, directives, orders, decrees and other provisions or common law having the force or effect of law, and all judicial and administrative orders and determinations that are binding upon Seller, concerning pollution or protection of the environment, including all those relating to the generation, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, release, threatened release, control, or cleanup of any hazardous substances, as such of the foregoing are promulgated and in effect on or prior to the Closing Date. By way of example and not limitation, the term "Environmental Laws" shall include (as may be amended from time to time prior to the Closing Date) the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Clean Water Act, the Safe Drinking Water Act, the Atomic Energy Act, the Oil Pollution Act, the Endangered Species Act, the Safe Drinking Water Act, the Solid Waste Disposal Act, the Emergency Planning and Community Right to Know Act, the Federal Insecticide, Fungicide, and Rodenticide Act, the Clean Air Act and all regulations under such statutes.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Estimated Cash Consideration" means an amount equal to (i) \$15,500,000, minus (ii) the Estimated Indebtedness, minus (iii) the Estimated Seller Transaction Expenses.

"Final Cash Consideration" means an amount equal to (i) \$15,500,000, minus (ii) the Closing Indebtedness, minus (iii) the Closing Seller Transaction Expenses.

"GAAP" means generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or any successor authority) that are applicable as the date of determination, consistently applied.

"Indebtedness" means, with respect to any Person, (i) any indebtedness for borrowed money, (ii) any indebtedness evidenced by any note, bond, debenture or other debt security, (iii) any liabilities or obligations for the deferred purchase price of property or services with respect to which such Person is liable, contingently or otherwise, as obligor or otherwise (other than trade payables and other current liabilities which included in the calculation of Net Working Capital), (iv) contingent reimbursement obligations with respect to letters of credit or similar obligations and bankers' acceptances issued for the account of a Person, (v) any indebtedness guaranteed in any manner by such Person (including guarantees in the form of an agreement to repurchase or reimburse), (vi) any liabilities or obligations under capitalized leases (as defined by GAAP) with respect to which such Person is liable, contingently or otherwise, as obligor, guarantor or otherwise or with respect to which obligations such Person assures a creditor against loss (except to the extent included in the calculation of Net Working Capital), (vii) other than pursuant to an Assumed Liability, any indebtedness or liabilities secured by a lien on such Person's assets, (viii) any amounts owed by such Person to any Person under any deferred compensation arrangements, (ix) any "success fees" or bonuses, or severance payments arising from or otherwise triggered by the transactions contemplated by this Agreement (including the employer's share of payroll Taxes attributable thereto), (x) the portion of the 2017 annual bonuses attributable to the seven-month

period prior to the Closing Date (calculated based on Seller's 2017 financial performance trajectory and consistent with the historical bonus payout methodologies of Seller), (xi) any deferred purchase price obligations related to past asset or stock acquisitions by such Person or any equityholder of such Person with respect to the Business. For purposes of calculating Indebtedness, all interest, prepayment penalties, premiums, fees and expenses (if any) which would be payable if Indebtedness were paid in full at the Closing shall be treated as Indebtedness.

"Intellectual Property" means any of the following which are owned by Seller or used in connection with the Business: (a) patents and patent disclosures, (b) all registered and unregistered copyrights, (c) Internet domain names and websites related to social media companies and the content found thereon, (d) trademarks, service marks, trade dress, trade names and corporate names, and similar designations of source or origin including all common law marks, together with all of the goodwill represented thereby, (e) trade secrets, know-how, designs, discoveries, inventions (whether patented or not), technical data and other proprietary or confidential information, (f) Software and (g) all registrations, renewals and applications for registration or any causes of action of any nature available to Seller of any of the foregoing.

"IP Agreements" means all incoming and outgoing licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, (a) to which Seller is a party, beneficiary or otherwise bound, and (b) under which Seller expressly grants to a third party, or expressly receives from a third party, any right or license under any Intellectual Property.

"IP Registrations" means all Intellectual Property that is owned by Seller and subject to any issuance registration, application or other filing by, to or with any governmental authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

"IRS" means the United States Internal Revenue Service (or any successor agency).

"Liens" means any mortgages, pledges, security interests, deeds of trust, liens, charges, options, conditional sales contracts, claims, covenants, easements, rights of way, title defects, restrictions on use, voting, transfer, receipt of income, or the right to exercise any other attribute of ownership, or other encumbrances of any nature whatsoever.

"Net Working Capital" shall be calculated in accordance with GAAP consistently applied by Seller prior to the Closing and shall mean Seller's current assets minus current liabilities as of the Adjustment Calculation Time. In no event, shall Net Working Capital include any Indebtedness of Seller, Seller Transaction Expenses (or any "prepaid" or other asset created as the result of the payment of a Seller Transaction Expense), tax assets or tax liabilities, or any Cash and Cash Equivalents of Seller.

"Other Acquired Assets" means, except to the extent specifically constituting an Excluded Asset, (a) all marketing, sales and promotional literature, books, records, files, documents, financial records, bills, accounting, internal and audit records, operating manuals, personnel records (to the extent transfer is not prohibited by applicable law), customer, client and supplier lists and files, preprinted materials, and other similar items in the possession or under the control of Seller or in the possession or under the control of Seller's present Affiliates or their representatives; (b) all rights to all telephone numbers of Seller; (c) all intangible assets of Seller, including Intellectual Property and other intangible assets of an intellectual property nature together with all income,

royalties, damages and payments due or payable as of the Closing Date or thereafter with respect thereto (including damages and payments for past, present or future infringements or misappropriations thereof), the right to sue and recover for past, present or future infringements or misappropriations thereof and any and all corresponding rights that now or hereafter may be secured throughout the world, and all copies and tangible embodiments thereof; (d) all payments, deposits (including security deposits), employee advances and prepaid expenses and all insurance policies and rights to insurance proceeds, refunds and premiums; (e) all furnishings, furniture, fixtures, office equipment and supplies and other accessories related thereto, vehicles, art work and other tangible personal property, including, without limitation the Personal Property, in each case, wherever located and including any of the foregoing items purchased subject to any conditional sales or title retention agreement in favor of any other Person, together with all rights of Seller against suppliers of such materials; (f) to the extent transferable, all Permits; (g) all claims and causes of action against other Persons (regardless of whether or not such claims and causes of action have been asserted by Seller), and all rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery (regardless of whether such rights are currently exercisable); (h) domain name registrations, and all IP addresses, registered to or under the direct or indirect control of Seller; and (i) all other properties, assets and rights related to the Business and owned by Seller as of the Closing Date, or in which Seller has an interest, and which is not otherwise an Excluded Asset.

"Permitted Liens" means (a) liens created by or resulting from the actions of Buyer following the Closing, (b) statutory and contractual landlord liens incurred in the ordinary course of business for sums (i) not yet due and payable or (ii) being contested in good faith, (c) liens for Taxes not yet due and payable, (d) statutory mechanic's liens and materialmen's liens for services or materials and similar statutory liens for amounts arising in the ordinary course of business that are not yet due and payable, (e) statutory liens of warehousemen and carriers and similar statutory liens securing obligations for amounts arising in the ordinary course of business that are not yet due and payable, (f) zoning, entitlement, building and other land use regulations or restrictions which are not violated in any material respect by the current use and operation of such real property; and (g) such other imperfections in title, charges, easements, restrictions, encumbrances and matters which do not, individually or in the aggregate, materially detract from the value of or materially interfere with the present use of any real property by the Business subject thereto or affected thereby.

"Person" means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated association, corporation, entity or government (whether Federal, state, county, city or otherwise, including, without limitation, any instrumentality, division, agency or department thereof).

"Pre-Closing Tax Period" means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Taxable period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

"Property Taxes" means all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Acquired Assets for any Taxable period.

"Public Software" means any software that contains or is derived (in whole or in part) from any software that is distributed as free software, open source software or under similar licensing or distribution models, or that requires that the software covered by the license or any software incorporated into, based on, derived from or distributed with such software (a) be disclosed, distributed or made available in source code form or (b) be licensed under the terms of any open

source software license, including software licensed or distributed under any of the following licenses or distribution models or licenses or distribution models similar to any of the following: (i) the GNU General Public License (GPL), Lesser GPL (LGPL) or Affero GPL (AGPL), (ii) the Artistic License, (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the BSD License, (vii) the Apache License, (viii) MIT, (ix) BSD-2 or BSD-3 or (x) any other license listed by the Open Source Initiative at www.opensource.org/licenses/alphabetical.

"Seller Transaction Expenses" means (without duplication), to the extent not paid before the Closing, the collective amount payable by Seller or the Equityholders to accountants, attorneys, other advisors, brokers and other third parties, arising in connection with the sale of the Acquired Assets.

"Software" means any and all computer software and code, including all new versions, updates, revisions, improvements and modifications thereof, whether in source code, object code, or executable code format, including systems software, application software (including mobile apps), firmware, middleware, programming tools, scripts, routines, interfaces, libraries, and databases, and all related specifications and documentation, including developer notes, comments and annotations, user manuals and training materials relating to any of the foregoing (other than shrink wrap, click-thru or like licenses for commercial off-the-shelf software).

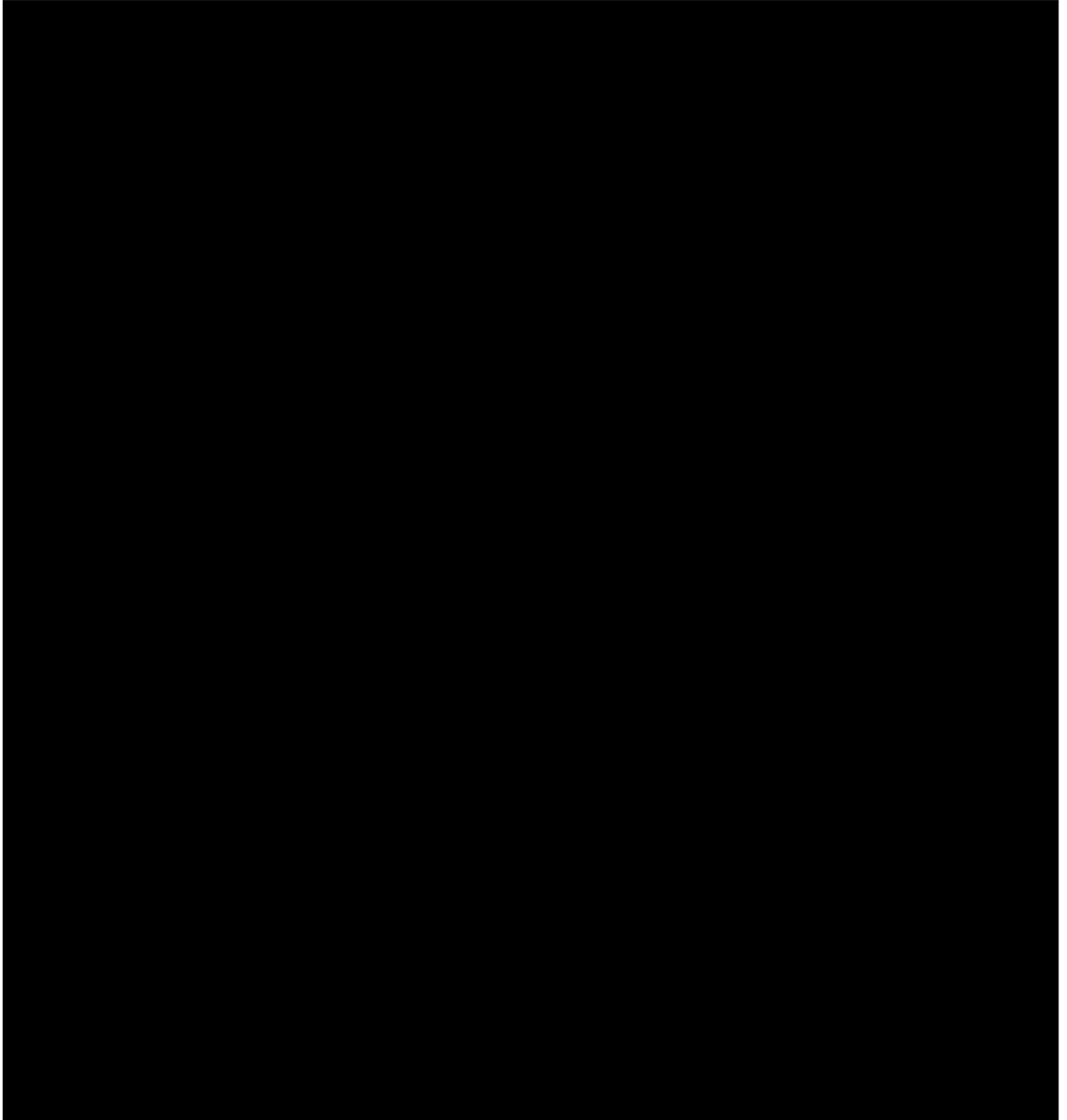
"Subsidiary" means, with respect to any Person (other than an individual) any corporation or other organization, whether incorporated or unincorporated, of which (a) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the Board of Directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries or (b) such Person or any other Subsidiary of such Person is a general partner.

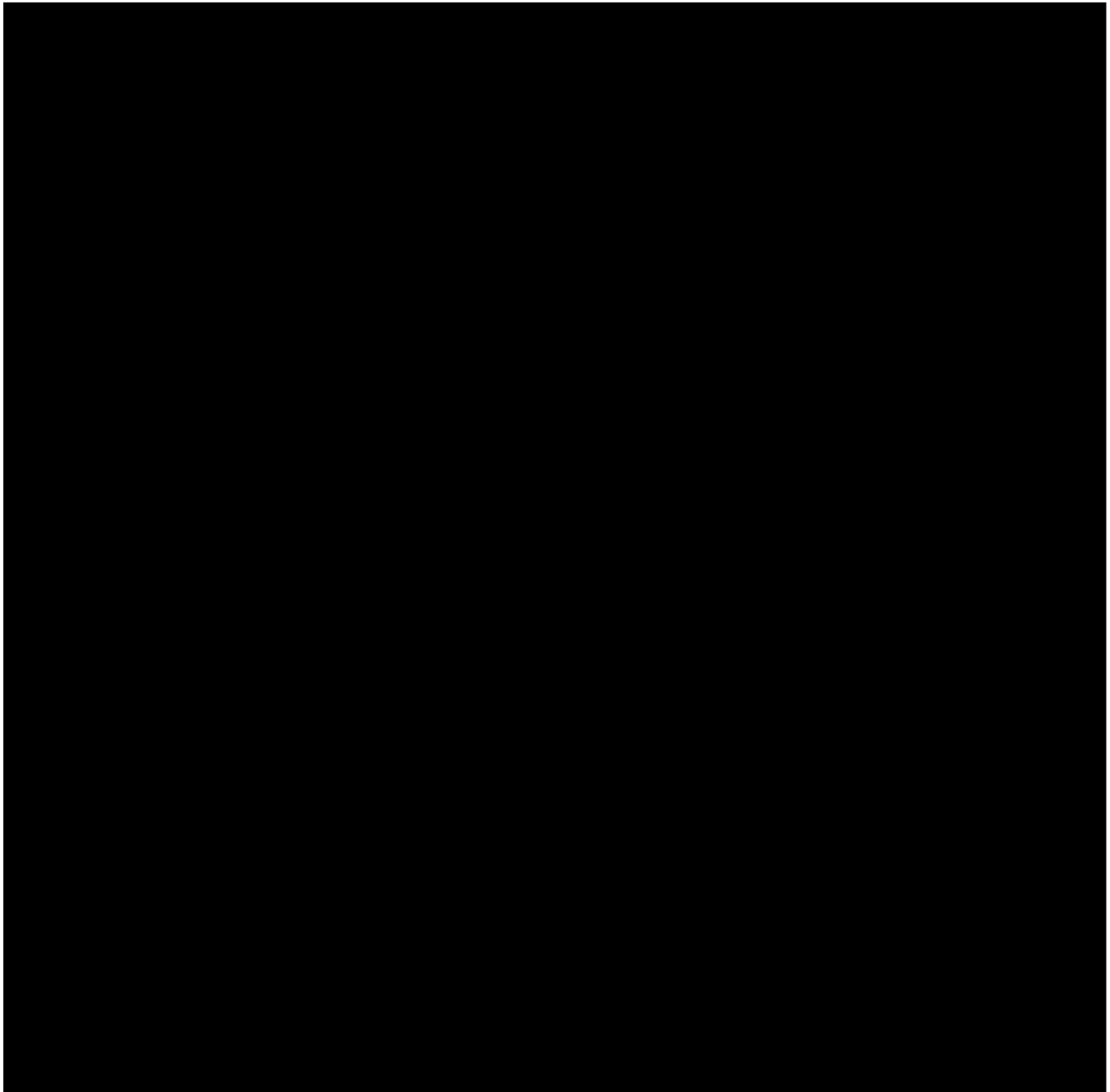
"Tax" or "Taxes" means any and all federal, state, local and non-U.S. taxes, however denominated, the liability for which is imposed by law, contractual agreement or otherwise, which taxes shall include, but not be limited to, all net income, gross income, gross receipts, franchise, excise, occupation, estimated, alternative minimum, add on minimum, premium, windfall profit, profits, gains, net worth, paid up capital, capital stock, greenmail, sales, use, ad valorem, value added, retailers' occupation, stamp, natural resources, environmental, real property, personal property, custom, duty, transfer, recording, escheat or unclaimed property, registration, documentation, leasing, insurance, social security, employment, severance, workers' compensation, impact, hospital, health, unemployment, disability, payroll, license, service, service use, employee or other withholding, or other tax or governmental charge, of any kind whatsoever, whether disputed or not, including any interest, penalties, fees, charges, levies, assessments, duties, tariffs, imposts or additions to Tax that may become payable in respect thereof, and any liability in respect of such amounts arising as a result of being a member of any affiliated, consolidated, combined, unitary or similar group, as a successor to or transferee of another person or by contract.

"Tax Returns" means returns, declarations, reports, statements, elections, estimates, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information, any amendment to the foregoing, and any sales and use and resale certificates) filed or required to be filed in connection with the determination, assessment, payment, deposit or collection of any Taxes of any party or the administration of any laws, regulations or administrative requirements relating to any Taxes.

"Transaction Documents" means this Agreement, the Assignment and Bill of Sale, the Seller Note, the Employment Agreements and the Assumption Agreement.

8.10. Entire Agreement. This Agreement, the Preamble and the Exhibits and Schedules attached to this Agreement (all of which shall be deemed incorporated in the Agreement and made a part hereof) together with the other Transaction Documents, set forth the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, understandings or letters of intent among any of the parties hereto.





[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

THE GREELEY COMPANY, LLC

By: 
Name: Steve Bryant
Title: Chief Executive Officer and President

SELLING PARTIES:

TSIG CONSULTING, INC.

By: _____
Name: _____
Its: _____

Ralph Heiman

Karim Bhimani

Noam Aberbach

George Rivas

Harry Spring

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first above written.

BUYER:

THE GREELEY COMPANY, LLC

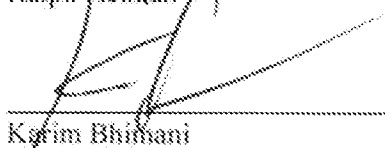
By: _____
Name: Steve Bryant
Title: Chief Executive Officer

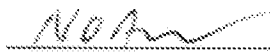
SELLING PARTIES:

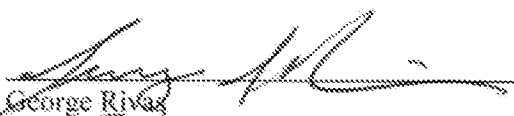
TSIG CONSULTING, LLC.

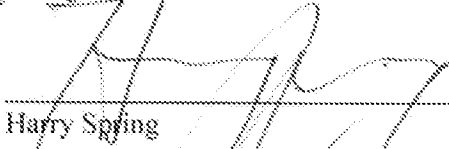
By:  _____
Name: Ralph Heiman
Title: Chief Executive Officer

 _____
Ralph Heiman

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Karim Bhimani

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Noam Aberbach

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George Rivas

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Harry Spring