

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451419

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THORNTON TOMASETTI, INC.		11/08/2017	Corporation: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	TTWIIN, LLC
<b>Street Address:</b>	51 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3973582	EMFLEX
Registration Number:	3974677	FLEX
Registration Number:	3973584	SPFLEX
Registration Number:	4192034	FLEXLAB
Registration Number:	4246492	FLEXLAB
Registration Number:	4059536	GEO FLEX
Registration Number:	3569003	PZFLEX
Registration Number:	4892790	PZFLEX
Registration Number:	4421641	PZFLEXCLOUD
Registration Number:	4230695	NLFLEX
Registration Number:	4421648	

## CORRESPONDENCE DATA

Fax Number: 2124843990

*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.*

Phone: 212-484-3900

Email: marylee.jenkins@arentfox.com

Correspondent Name: Marylee Jenkins

TRADEMARK

**Address Line 1:** 1675 Broadway  
**Address Line 2:** Arent Fox LLP  
**Address Line 4:** New York, NEW YORK 10019

**NAME OF SUBMITTER:** Marylee Jenkins

**SIGNATURE:** /Marylee Jenkins/

**DATE SIGNED:** 11/17/2017

**Total Attachments: 3**

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## WORLDWIDE ASSIGNMENT OF TRADEMARKS

This **WORLDWIDE ASSIGNMENT OF TRADEMARKS** ("Assignment") is made by and between Thornton Tomasetti, Inc. ("Assignor"), a New York corporation located at 51 Madison Avenue, New York, NY 10010 USA and TTWIN, LLC ("Assignee"), a Delaware limited liability company located at 51 Madison Avenue, New York, NY 10010 USA. This Agreement is effective as of the date of the last signature below (the "Effective Date").

**WHEREAS**, Assignor is the owner of each of the trademarks, including any and all goodwill symbolized by any of the foregoing as set forth on Exhibit 1 annexed hereto (collectively, the "Trademarks"); and

**WHEREAS**, Assignee wishes to acquire the Trademarks from Assignor and Assignor wishes to assign the Trademarks to Assignee.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor does hereby assign unto said Assignee all right, title and interest in and to said Trademarks, together with the goodwill of the businesses connected with the use of, and symbolized by, the Trademarks; provided, that with respect to the United States intent-to-use trademark applications set forth on Exhibit 1 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing; and further including all income, royalties, and damages now and hereafter due and/or payable to Assignee in connection with the Trademarks, including, without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world.

2. Assignor hereby authorizes and requests the Trademark Office Officials, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, with respect to the Trademarks in accordance with the terms of this Assignment.

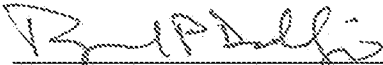
3. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend, record and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office.

4. Assignor and Assignee understand and agree that this Assignment supersedes any previous assignments of the Trademarks executed by Assignor, whether or not such assignments were recorded by the United States Patent and Trademark Office, and that any such previous assignments have been rendered void or otherwise legally rescinded by Assignor prior to the execution of this Assignment.

[Signature Page Follows]

**ASSIGNOR:**

THORNTON TOMASETTI, INC.

By:   
Name: RAYMOND P. D'AMICO  
Title: PRESIDENT  
Date: 11/17

**ASSIGNEE:**

TTWIIN, LLC

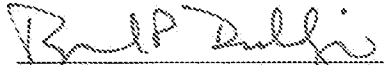

By:   
Name: RAYMOND P. D'AMICO  
Title: PRESIDENT  
Date: 11/17

Exhibit 1

**TRADEMARK APPLICATIONS AND REGISTERED TRADEMARKS**

Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Mark
United States	85/141366	9/28/2010	3973582	6/7/2011	EMFLEX
United States	85/163025	10/27/2010	3974677	6/7/2011	FLEX
United States	85/976642	9/29/2010	4192034	8/14/2012	FLEXLAB
United States	85/141312	9/29/2010	4246492	11/20/2012	FLEXLAB
United States	85/286529	4/5/2011	4059536	11/22/2011	GEO FLEX
United States	77/296115	10/4/2007	3569003	2/3/2009	PZFLEX
United States	86/671014	6/23/2015	4892790	1/26/2016	PZFLEX (Stylized)
United States	85/879074	3/18/2013	4421641	10/22/2013	PZFLEXCLOUD
United States	85/141396	9/29/2010	3973584	6/7/2011	SPFLEX
United States	85/879138	3/18/2013	4421648	10/22/2013	
United States	85/250998	2/24/2011	4230695	10/23/2012	NLFLEX
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