87349817

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM453321

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accretive Solutions Capital Partners, Inc.		12/04/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Resources Connection, Inc.		
Street Address:	17101 Armstrong Avenue		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Serial Number:	87349817	COUNTSY	
Serial Number:	87394587	COUNTSY YOUR BACK OFFICE HERO	
Serial Number:	87394664	COUNTSY	

CORRESPONDENCE DATA

Fax Number: 9498236994

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: 949-823-6900 Email: awilson@omm.com **Correspondent Name:** Alex Wilson, Esq.

Address Line 1: O'Melveny & Myers LLP

Address Line 2: 610 Newport Center Drive, 17th Floor Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER: 698007-23 NAME OF SUBMITTER: Alexandra C. Echery **SIGNATURE:** /Alexandra C. Echery/ **DATE SIGNED:** 12/05/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into on December 4, 2017 (the "Effective Date"), by and between Accretive Solutions Capital Partners, Inc., a Delaware corporation ("Assignor"), and Resources Connection, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of record of, or has ownership rights in and to, the trademark applications set forth on Schedule 1 attached hereto (collectively, the "Assigned Trademarks"), and Assignor desires to transfer to Assignee all right, title, and interest in and to the Assigned Trademarks; and

WHEREAS, Assignee desires to accept such assignment for the Assigned Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 4. <u>Assignment.</u> Assignor hereby irrevocably assigns, transfers, and conveys to Assignee its entire right, title, and interest in and to the Assigned Trademarks, together with all goodwill appurtenant thereto. To the extent any intent-to-use applications are included in the Assigned Trademarks, such intent-to-use applications are being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. 1060. The foregoing assignment includes all claims, actions, rights, and demands to the extent arising from the Assigned Trademarks, whether choate or inchoate, known or unknown, contingent or non-contingent, including, without limitation, causes of action to sue for past, current, or future infringement, dilution, misappropriation, or violation thereof and other enforcement rights, including the right to collect and retain all proceeds and damages therefrom.
- 5. <u>Recordation</u>. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks registered in the corresponding jurisdiction.
- 6. General. This Assignment may be executed in two counterparts, each of which will be deemed an original and both of which, when taken together, will constitute one and the same Assignment. This Assignment will be governed by the internal laws of the State of Delaware, irrespective of conflicts of law principles. If any provision of this Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the Parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. No rule of construction resolving any ambiguity in favor of the non-drafting Party shall be applied hereto. Waiver by either Party of a breach of any provision of this Assignment or the failure by either Party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment may only be amended, modified and supplemented by written agreement of the Parties. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee execute this Assignment as of the Effective Date.

Assignor:
Accretive Santions Capital Partners, Inc.
By:
Name: MICE G-ABINESCS
Title: VP
Date: 12/4/17
,
Assignce:
Resources Connection, Inc.
Ву:
Name:
Title:
Date

IN WITNESS WHEREOF. Assignor and Assignce execute this Assignment as of the Effective Date.

Assign	ak:
Accreti	ve Solutions Capital Partners, Inc.
By:	
Name:	v
Assigne	ee:
	es Connection, Inc.
Ву:	Ant-
Name:	Herbert M. Mueller
	CFO
Plane	December 4, 2017

Schedule 1

Assigned Trademarks

Accretive Solutions Capital Partners.	Accretive Solutions Capital Partners Inc.	Accretive Solutions Capital Partners Inc.	Mark Recorded Owner
ners, 87394664	ners, 87394587	ners, 87349817	Serial Number
3/31/2017	3/31/2017	2/25/2017	Filing Date
N/A	N/A	NA	Registration Number
N/A	N/A	N/A	Registration Date

TRADEMARK REEL: 006221 FRAME: 0457

RECORDED: 12/05/2017