

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM464911

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juran Institute, Inc.		02/22/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Impro, Inc.		
Street Address:	31 St. James Avenue		
Internal Address:	c/o WeWork		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87396671	IMPRO	
CORRESPONDENCE DATA			
Fax Number:	2037025012		
<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:	2032419979		
Email:	bruce.galaro@blglaw.net		
Correspondent Name:	Bruce L. Galaro		
Address Line 1:	2139 W. Cougar Rock Circle, Building 210		
Address Line 4:	St. George, UTAH 84770		
NAME OF SUBMITTER:	Bruce L. Galaro		
SIGNATURE:	/Bruce L. Galaro/		
DATE SIGNED:	03/08/2018		
Total Attachments: 3			
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OP \$40.00 87396671

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT (the "**Assignment**") is dated as of February 22, 2018 (the "**Effective Date**"), is made by Juran Institute, Inc., a Delaware corporation ("**Assignor**"), in favor of Impro, Inc., a Massachusetts corporation ("**Assignee**").

WHEREAS, on April 3, 2017 Assignor filed with the United States Patent and Trademark Office a trademark application for the trademark "IMPRO" (the "**Trademark**"), Serial Number 87396671, as further described in Appendix 1 attached hereto and incorporated herein (the "**Trademark Application**"); and

WHEREAS, Assignee is a wholly-owned subsidiary of Assignor and is the successor to that portion of the business of the Assignor to which the Trademark Application pertains, which business is ongoing and existing; and

WHEREAS, Assignor desires to transfer and Assignee desires to obtain all of Assignor's right, title and interest in and to the Transferred Application and the Trademark.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

1. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Transferred Application and the Trademark together with the goodwill of the business symbolized by the Trademark, including all associated trademark rights and service mark rights held by Assignor and to be held by Assignor upon registration of the Trademark, all claims, demands and rights to recovery that Assignor has or may have for past or future infringement, dilution or other violations of such Transferred Application and Trademark, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery, and all royalties, fees, income and other payments and proceeds accrued on or after the Effective Date arising from the Transferred Application and the Trademark, and to apply in any or all countries of the world for registration of the Trademark. Assignor represents and warrants that it has the full power and authority to enter into this Assignment in connection with the transfer to Assignee of the Transferred Application and the Trademark.

2. Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby authorizes the United States Patent and Trademark Office and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee, its successor or assign as the owner of the Transferred Application, and to issue all registrations for the foregoing, to be in the name of Assignee, for the sole use of Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment. Assignor (on behalf of itself, its successors, assigns and legal representatives) and Assignee shall each promptly take any and all additional actions as may be necessary or appropriate to affect the assignment transactions contemplated herein, including but not limited to execution and delivery of individual assignment documentation for filing with the authorities of each individual country. The responsibility to file assignments with the national trademark offices of each country shall be that of the Assignee and the Assignee shall bear the cost of filing such assignments.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to any applicable principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

JURAN INSTITUTE, INC. ("Assignor")

By: 

Title: Chief Operating Officer

Date: 3-7-2018

IMPRO, INC. ("Assignee")

By: 

Title: President

Date: 3-7-2018

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

Appendix 1

Transferred Trademark Application

Trademark	Country	Classes	Filing Date	Application Number	Filing Basis
IMPRO	United States	41 and 42	Apr. 03, 2017	U.S. Ser. No. 87396671	1B