900454219 06/12/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM477651

| SUBMISSION TYPE: | RESUBMISSION |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900439923 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|----------------------------|
| Referral Institute Management, LLC | | 02/08/2018 | Limited Liability Company: |

RECEIVING PARTY DATA

| Name: | BNI Global, LLC. |
|-------------------|-------------------------------------|
| Street Address: | 11525 North Community House Road |
| Internal Address: | Suite 475 |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28277 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 4156463 | VCP |
| Registration Number: | 3752602 | VCP PROCESS |

CORRESPONDENCE DATA

Fax Number: 9147094566

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: 9147772215

Email: gbrescia@grsm.com
Correspondent Name: Gregory N. Brescia
Address Line 1: 500 Mamaroneck Ave.

Address Line 2: Suite 503

Address Line 4: Harrison, NEW YORK 10528

| NAME OF SUBMITTER: | Gregory N. Brescia |
|--------------------|----------------------|
| SIGNATURE: | /gregory n. brescia/ |
| DATE SIGNED: | 06/12/2018 |

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into by and between **Referral Institute Management, LLC**, a California limited liability company with its principal place of business at 3888 Petaluma Hill Road, Santa Rosa, California 95404 ("Assignor") and **BNI Global, LLC**, a Delaware limited liability company, as successor of BNI Enterprises, Inc., a California corporation, with its principal place of business at 11525 N. Community House Rd, Suite 475, Charlotte 28277 ("Assignee") as of the 1st day of February, 2018 (the "Effective Date").

WHEREAS, Assignor is the owner of 50% common ownership in the "VCP" trademark (the "Trademark") and that part of the good will of the business connected with the use of and symbolized by the Trademark;

WHEREAS, Assignee is the owner of the other 50% common ownership in the Trademark;

WHEREAS, Assignor is the owner of the federal registration for the Trademark which was registered on the Principal Register of the United States Patent and Trademark Office on June 12, 2012 and bears Registration No. 4156463 (the "Registration");

WHEREAS, Assignor previously acquired 50% of the common ownership in the Trademark and Registration from Assignee as commemorated by a Mutual Agreement dated April 26, 2011;

WHEREAS, Assignor desires to convey to Assignee Assignor's 50% common ownership interest in and the goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire from Assignor Assignor's 50% common ownership interest in the Trademark, accompanying good will, and Registration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith, the Registration of the Trademark and any renewals and extensions thereof, effective as of the date set forth above.

IN WITNESS WHEREOF, the parties have duly executed this Agreement in multiple originals which may include electronically transmitted counterparts, each of which once signed may stand alone as an original, and acknowledge that they signed this in their stated capacities, on the date set forth hereinabove.

| REFERRAL INSTITUTE | BNI GLOBAL, LLC |
|-----------------------|--|
| MANAGEMENT, LLC | (as successor of BNI Enterprises, Inc.) |
| DocuSigned by: | DocuSigned by: |
| By: Michael Macedonio | By: Graham Weihmiller |
| Name: | Name:Negc4AE3500F4F9_ Graham Weihmiller |
| Title: | Title: CEO |
| | |

RECORDED: 02/20/2018

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into by and between **Referral Institute Management, LLC**, a California limited liability company with its principal place of business at 3888 Petaluma Hill Road, Santa Rosa, California 95404 ("Assignor") and **BNI Global, LLC**, a Delaware limited liability company, as successor of BNI Enterprises, Inc., a California corporation, with its principal place of business at 11525 N. Community House Rd, Suite 475, Charlotte 28277 ("Assignee") as of the 1st day of February, 2018 (the "Effective Date").

WHEREAS, Assignor is the owner of the "VCP Process" trademark (the "Trademark") and that part of the good will of the business connected with the use of and symbolized by the Trademark;

WHEREAS, Assignor is the owner of the federal registration for the Trademark which was registered on the Principal Register of the United States Patent and Trademark Office on February 23, 2010 and bears Registration No. 3752602 (the "Registration");

WHEREAS, Assignor previously acquired the Trademark and Registration from Assignee as commemorated by a Trademark Assignment Agreement dated November 9, 2013.

WHEREAS, Assignor desires to convey to Assignee the entire interest in and the goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire from Assignor the entire interest in the Trademark, accompanying good will, and Registration.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all right, title and interest in and to the Trademark, together with the goodwill of the business associated therewith, the Registration of the Trademark and any renewals and extensions thereof, effective as of the date set forth above.

IN WITNESS WHEREOF, the parties have duly executed this Agreement in multiple originals which may include electronically transmitted counterparts, each of which once signed may stand alone as an original, and acknowledge that they signed this in their stated capacities, on the date set forth hereinabove.

| REFERRAL INSTITUTE | BNI GLOBAL, LLC |
|------------------------|---|
| MANAGEMENT, LLC | (as successor of BNI Enterprises, Inc.) |
| DocuSigned by: | PocuSigned by: |
| By: Michael Macedonio | By: Graham Weihmiller |
| Name: | Name: |
| Title: Managing Member | Title: CEO |
| 11uc | 11uc |