

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479346

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A-LIGN Services, LLC		06/11/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	A-LIGN Compliance And Security, Inc.		
Street Address:	400 N. Ashley Drive		
Internal Address:	Suite 1325		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33602		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3827407	A-LIGN	
Registration Number:	4593302	A-LIGN ISO 27001 SECURITY · COMPLIANCE I	
Registration Number:	5079136		
Serial Number:	86837790	A-LIGN ISO 27001	
Serial Number:	87791805	ISO 9001 CERTIFIED A-LIGN	
Serial Number:	87791858	ISO 22301 CERTIFIED A-LIGN	
Serial Number:	87752926	ISO 27001 CERTIFIED A-LIGN	
CORRESPONDENCE DATA			
Fax Number:	8132270498		
<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:	8132277401		
Email:	mmason@trenam.com		
Correspondent Name:	Monica B. Mason, Esq./Trenam Law		
Address Line 1:	101 E. Kennedy Blvd.		
Address Line 2:	Suite 2700		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Monica B. Mason, Esq.		

CH \$190.00 3827407

SIGNATURE:	/monica b. mason/
DATE SIGNED:	06/26/2018
Total Attachments: 9 source=Trademark Assignment Agreement for Recording A-LIGN#page1.tif source=Trademark Assignment Agreement for Recording A-LIGN#page2.tif source=Trademark Assignment Agreement for Recording A-LIGN#page3.tif source=Trademark Assignment Agreement for Recording A-LIGN#page4.tif source=Trademark Assignment Agreement for Recording A-LIGN#page5.tif source=Trademark Assignment Agreement for Recording A-LIGN#page6.tif source=Trademark Assignment Agreement for Recording A-LIGN#page7.tif source=Trademark Assignment Agreement for Recording A-LIGN#page8.tif source=Trademark Assignment Agreement for Recording A-LIGN#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT FOR RECORDING

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT FOR RECORDING ("Assignment" or "Agreement"), effective as of the 11th day of June, 2018 (the "Effective Date"), is entered into by and between A-LIGN SERVICES, LLC, a Florida limited liability company, with its principal place of business located at 400 N. Ashley Drive, Suite 1325, Tampa, Florida 33602 (the "Assignor," which expression shall include the Assignor's personal representatives and successors in title), and A-LIGN COMPLIANCE AND SECURITY, INC., a Delaware corporation, with its principal place of business located at 400 N. Ashley Drive, Suite 1325, Tampa, Florida 33602 (the "Assignee") (hereinafter referred to collectively as the "Parties" or individually as the "Party").

WHEREAS, the Assignor represents that it is the lawful owner of the trademarks/service marks, the certification marks, the logo designs, the pending applications, and the issued registrations all as set forth on Schedule 1 attached hereto and incorporated herein (collectively, hereafter, the "Trademarks"), and that it owns any and all rights in and to the Trademarks; and

WHEREAS, the Assignor represents that it is also the lawful owner of the copyrights in and to the original artwork and design depicted in the A-LIGN logos, all as set forth and depicted in Schedule 1 attached hereto and incorporated herein (collectively, hereafter, the "Copyrights"), and that it owns any and all rights in and to the Copyrights; and

WHEREAS, the Copyrights include all artwork, designs, drawings, logos, alternate and draft versions, and labels of the Copyrights, including all prints, drafts, copies, test and alternate works, and electronic copies of such works, including in any medium, electronic or otherwise, now known or hereafter created or developed; and

WHEREAS, the Trademarks and the Copyrights shall be collectively referred to hereafter as "the Intellectual Property"; and

WHEREAS, the Assignor represents that it is using the Intellectual Property in its business and that it has not abandoned the Intellectual Property; and

WHEREAS, the Assignor represents that it has good right to sell and transfer its rights in and to the Intellectual Property to the Assignee, and is desirous of transferring such rights and related goodwill and that portion of the business of the Assignor to which the Intellectual Property pertains, which business is ongoing and existing; and

WHEREAS, the Assignee is desirous of acquiring the Intellectual Property, the related goodwill, and that portion of the business of the Assignor to which the Intellectual Property pertains, which business is ongoing and existing.

WHEREAS, by way of an Assignment of Intellectual Property Agreement dated June 11th, 2018, the Assignor has assigned all its rights, title and interest in and to the Assigned Intellectual Property to the Assignee in accordance with such Assignment of Intellectual Property Agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, grants, conveys, transfers and assigns, or confirms as the case may be, to the Assignee, its successors and assigns, all of Assignor's rights, title and interest in the United States and the world including, without limitation, all federal, state, foreign, statutory and common law rights, and all trademark, copyright, intellectual property rights and moral rights, in and to the following (the "Assigned Intellectual Property"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Intellectual Property, and with respect to the United States intent-to-use applications as set forth in Schedule 1 hereto, the transfer of such applications accompanies, pursuant to this Agreement, the transfer of Assignor's business, or that portion of the business of the Assignor to which the Intellectual Property pertains, and that business is ongoing and existing:

(a) The Intellectual Property, whether registered or unregistered;

(b) All registrations and applications for registration of the Intellectual Property; issuances, extensions and renewals of such Intellectual Property registrations and applications; the right to apply for any of the foregoing Intellectual Property in the United States Patent and Trademark Office, the U.S. Copyright Office, and throughout the world; and, similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(c) All copyrights in the Intellectual Property, whether registered or unregistered, and all moral rights in the Intellectual Property; the copyrights and the copyrights on all derivative works in the Intellectual Property; all of Assignor's rights, title and interest in and to all copies and other tangible embodiments of the Intellectual Property in all languages and in any form or medium now known or hereafter known or developed; all rights to reproduction of the Intellectual Property in all medium now known or hereafter developed;

(d) All licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, ("Licenses");

(e) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to the Intellectual Property or any and all of the foregoing;

(f) All rights of any kind whatsoever of Assignor accruing under the Intellectual Property or any of the foregoing provided by any applicable law of any jurisdiction throughout the world, by international treaties and conventions, and otherwise throughout the world; and

(g) Any and all rights to claims, causes of action, and remedies with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation of rights, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or

otherwise recover, any such damages, and any and all other rights and interests arising out of, in connection with, or in relation to the Intellectual Property.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and any other foreign, national, federal and state government officials to record and register this Assignment of Intellectual Property Agreement upon request by Assignee. Assignor also expressly agrees to execute additional documents and take all other further actions as may be reasonably necessary or reasonably requested by Assignee, and at Assignee's sole cost and expense, to vest, secure, perfect, or transfer ownership of the Assigned Intellectual Property to Assignee, including, but not limited to, assignments, transfers and related powers of attorney, to protect or enforce the rights and interests of the Assignee in and to the Assigned Intellectual Property, and to effectuate this Agreement.

3. Terms of Assignment of Intellectual Property Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment Agreement For Recording is entered into pursuant to the Assignment of Intellectual Property Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Assignment of Intellectual Property Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Assignment of Intellectual Property Agreement and the terms hereof, the terms of the Assignment of Intellectual Property Agreement shall govern.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Choice of Law. This Agreement and its effect are subject to and shall be construed and enforced in accordance with the laws of the State of Florida, without regard to Florida's conflict of laws principles. Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in the courts in Hillsborough County, Florida, or in the U. S. District Court for the Middle District of Florida, Tampa Division.

6. Counterparts: Electronic Signature. This Agreement shall be executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A signed copy of this Agreement delivered via facsimile, email or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of the Assignor and the Assignee, do hereby execute this "Intellectual Property Assignment Agreement For Recording" on this 11th day of June, 2018.

[Signature Page to Follow]

A-LIGN SERVICES, LLC,
a Florida limited liability company
("ASSIGNOR")

By: [Signature]
Name: Scott G. Price
Title: Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 11th day of June, 2018, before me appeared Scott G. Price, as Manager of A-LIGN Services, LLC, who is personally known to me or has produced _____ as satisfactory evidence to be the person who executed the foregoing instrument and he/she thereupon duly acknowledged to me that he/she executed the same to be his/her free act and deed.

By: [Signature]
Notary Public

[NOTARY SEAL]



JORDAN ELYSE PABAN
Commission # GG 161895
Expires November 20, 2021
Bonded Thru Budget Notary Services

A-LIGN COMPLIANCE AND SECURITY, INC.,
a Delaware corporation
("ASSIGNEE")

By: [Signature]
Name: Scott G. Price
Title: Chief Executive Officer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 11th day of June, 2018, before me appeared Scott G. Price, as Chief Executive Officer of A-LIGN Compliance And Security, Inc., who is personally known to me or has produced _____ as satisfactory evidence to be the person who executed the foregoing instrument and he/she thereupon duly acknowledged to me that he/she executed the same to be his/her free act and deed.

By: [Signature]
Notary Public

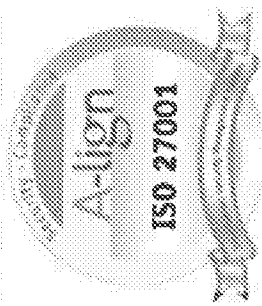
[NOTARY SEAL]

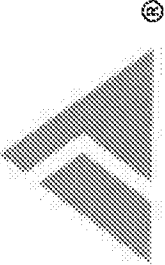
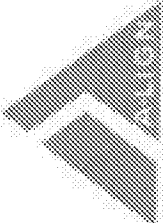





JORDAN ELYSE PABAN
Commission # GG 161895
Expires November 20, 2021
Bonded Thru Budget Notary Services

SCHEDULE 1

Intellectual Property owned by A-lign Services, LLC

Intellectual Property Type	Serial No. / Registration No.	Intellectual Property	Filing Date	Registration Date	Current Status	Future Action
Federal Trademark Registration	3,827,407	A-LIGN® word mark	November 19, 2009	August 03, 2010	Federal Trademark is registered with the United States Patent and Trademark Office.	Opening Window for Section 8/9 Renewal: August 03, 2019. Deadline to File Section 8/9 Renewal: August 03, 2020.
Federal Certification Trademark Registration	4,593,302	 word plus design mark	March 19, 2012	August 26, 2014	Federal Certification Trademark is registered with the United States Patent and Trademark Office.	Opening Window for Section 8/15 Renewal: August 26, 2019. Deadline to File Section 8/15 Renewal: August 26, 2020.

Federal Trademark Registration	5,079,136	 <p>design mark</p>	August 05, 2015	November 08, 2016	Federal Trademark is registered with the United States Patent and Trademark Office	Opening Window for Section 8/15 Renewal: November 08, 2021. Deadline to File Section 8/15 Renewal: November 08, 2022.
Federal Certification Trademark Application	86/837,790	 <p>ISO 27001™ word plus design mark</p>	December 03, 2015		Non-Final Office Action issued on November 19, 2017. No response will be filed.	Application will be naturally abandoned.
Federal Certification Trademark Application	87/791,805	 <p>word plus design mark</p>	February 09, 2018		Notice of Publication issued on May 23, 2018.	Application will be published on June 12, 2018. Should no one oppose within 30 days after publication, a Notice of Allowance will issue.

Federal Certification Trademark Application	87791,858		February 09, 2018		Notice of Publication issued on May 23, 2018.	Application will be published on June 12, 2018. Should no one oppose within 30 days after publication, a Notice of Allowance will issue.
Federal Certification Trademark Application	87752,926		January 12, 2018		Notice of Publication issued on May 23, 2018.	Application will be published on June 12, 2018. Should no one oppose within 30 days after publication, a Notice of Allowance will issue.

International Trademark Registration, Union	1,299,377	A-align word mark	January 25, 2016	January 25, 2016	Statement of Grant of Protection issued. Trademark has the same effect as the registration of a trademark as a European Union Trademark.	Deadline to File International Trademark Registration Renewal: January 25, 2026.
Canada Trademark Application	1,783,857	A-LIGN™ word mark	May 24, 2016		Application was issued Allowance on May 19, 2017.	Response to the Allowance must be submitted by May 24, 2019.