

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Paragon Legal Group Inc.		08/24/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Paragon Legal Group LLC		
Street Address:	601 California Street		
Internal Address:	Suite 615		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4406083	PARAGON	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3123722000		
Email:	IPDocketmwe@mwe.com, jmikulina@mwe.com, sawolff@mwe.com, IPDocketchicago@mwe.com		
Correspondent Name:	Jennifer M. Mikulina		
Address Line 1:	444 West Lake Street		
Address Line 2:	Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
NAME OF SUBMITTER:	Jennifer M. Mikulina		
SIGNATURE:	/Jennifer M. Mikulina/		
DATE SIGNED:	09/12/2018		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of August 24, 2018 by and between Paragon Legal Group Inc., a California corporation (the "Assignor"), and Paragon Legal Group LLC (the "Assignee").

a Delaware limited liability company
Sept 9, 2018

RECITALS

A. The Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;

C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. At any time and from time to time hereafter, at any other party's request, each party shall take any and all steps and shall execute, acknowledge and deliver to the other party any and all future instruments and assurances necessary or reasonably requested in order to more fully carry out the purposes hereof.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. This Trademark Assignment and any claim, controversy or dispute arising out of or related to this Trademark Assignment, any of the transactions contemplated hereby, the relationship of the parties, and/or the interpretation and enforcement of the rights and duties of the parties, whether arising in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the domestic Laws of the State of Delaware (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute), without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

7. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

PARAGON LEGAL GROUP INC.

PARAGON LEGAL GROUP LLC

By: Mae O'Malley
Name: Mae O'Malley
Its: President

By: _____
Name: Trista Engel
Its: Managing Director

By: _____
Name: Jessica Markowitz
Its: Managing Director

Address for Notices:
288 Pacific Avenue PHA
San Francisco CA 94111
e-mail: mae_tai@yahoo.com
Facsimile: _____

Address for Notices:
444 N Michigan Ave
Chicago, Illinois 60611
Attn: Trista Engel and Jessica Markowitz
E-Mail: trista@calyxcapitalpartners.com and
jessica@calyxcapitalpartners.com

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

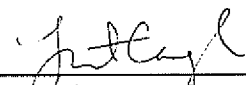
ASSIGNOR:

ASSIGNEE:

PARAGON LEGAL GROUP INC.

PARAGON LEGAL GROUP LLC

By: _____
Name: _____
Its: _____

By:  _____
Name: Trista Engel
Its: Managing Director

By:  _____
Name: Jessica Markowitz
Its: Managing Director

Address for Notices:

Facsimile: _____

Address for Notices:

444 N Michigan Ave
Chicago, Illinois 60611
Attn: Trista Engel and Jessica Markowitz
E-Mail: trista@calyxcapitalpartners.com and
jessica@calyxcapitalpartners.com

Dave

David Shaneen

Associate

McDermott Will & Emery LLP 444 West Lake Street, Suite 4000 Chicago, IL 60606-0029

Tel +1 312 984 3363 | Fax +1 312 984 7700

[Website](#) | [vCard](#) | [Email](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

Schedule A

Trademark Applications and Registrations

Mark	Serial Number Filing Date	Registration Number Registration Date
PARAGON	85821691 1/11/13	4406083 9/24/13