

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM494323

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Insolvency Services Group, Inc.		09/28/2018 26	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Guideboat Acquisition LLC		
Street Address:	800 Boylston Street		
Internal Address:	27th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4863517	GUIDEBOAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2124726262		
Email:	arlatifi@tuckerlatifi.com		
Correspondent Name:	Ali R. Latifi		
Address Line 1:	160 East 84th Street		
Address Line 2:	Suite 5E		
Address Line 4:	New York, NEW YORK 10028		
NAME OF SUBMITTER:	Ali R. Latifi		
SIGNATURE:	/Ali R. Latifi/		
DATE SIGNED:	10/17/2018		
Total Attachments: 4			
source=Executed - Trademark Assignment from Insolvency Services to Guideboat Acquisition LLC#page1.tif			
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OP \$40.00 4863517

U.S. TRADEMARK ASSIGNMENT

THIS U.S. TRADEMARK ASSIGNMENT (this "Assignment") is effective as of September 26, 2018 (the "Effective Date"), by and between INSOLVENCY SERVICES GROUP, INC., a California corporation, solely in its capacity as assignee for the Benefit of Creditors (in such capacity, "Assignor") of Guideboat, Inc. (the "Company"), and GUIDEBOAT ACQUISITION LLC, a Delaware limited liability company having its principal offices at the Prudential Tower, 800 Boylston Street, 27th Floor, Boston, Massachusetts 02199 ("Assignee").

WHEREAS, on August 7, 2018 (the "Assignment Date"), the Company executed a General Assignment for the benefit of creditors in favor of Assignor;

WHEREAS, Assignor, solely in its capacity as assignee for the Benefit of Creditors of the Company, entered into that certain Asset Purchase Agreement dated September 26, 2018 ("Purchase Agreement") for the acquisition by Assignee of substantially all of the assets of Company on the terms and conditions set forth in the Agreement, and this Assignment is being delivered pursuant to Section 3.2(a)(ii) of the Agreement;

WHEREAS, Assignor is the owner of and has adopted and is using the trademark registrations and application(s) identified on the annexed *Schedule 1* (collectively, the "Marks"); and;

WHEREAS, the Assignee wishes to acquire Assignor's right, title, and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used to Assignee.

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the goodwill of the business in connection with which said Marks are used including the subject matter of all claims which may be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks in the United States (the "USPTO") to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

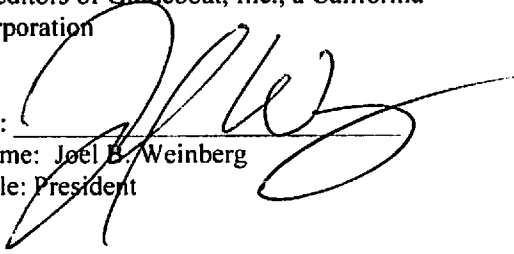
3. Assignor agrees to take all steps as may be reasonably necessary to effect such assignment and transfer in accordance with the transfer procedures of the USPTO or other applicable registrar(s) for the Marks to record Assignee's ownership rights of the Marks, including without limitation executing applicable transfer agreements or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable.

4. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment may not be amended except by an instrument in writing signed by each of the parties hereto. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of California (without giving effect to the principles of conflicts of laws thereof).

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

ASSIGNOR:

INSOLVENCY SERVICES GROUP, INC.,
solely in its capacity as Assignee for Benefit of
Creditors of Guideboat, Inc., a California
corporation

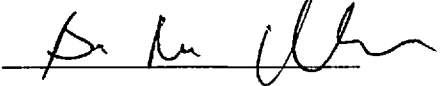
By: 
Name: Joel B. Weinberg
Title: President

STATE OF California

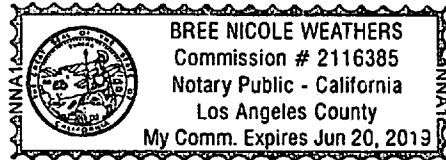
County of Los Angeles, ss.

September 21, 2018

Then personally appeared before me the above-named Joel B. Weinberg,
_____ of INSOLVENCY SERVICES GROUP, INC., and acknowledged the
foregoing to be ~~his~~ her free act and deed and the free act and deed of said entity, before me,

Notary Public: 

My commission expires: June 20, 2019



ASSIGNEE:

GUIDEBOAT ACQUISITION LLC

By: *Patricia E. Parent*
Name: Patricia E. Parent
Title: VP, Asst Secretary

COMMONWEALTH OF MASSACHUSETTS

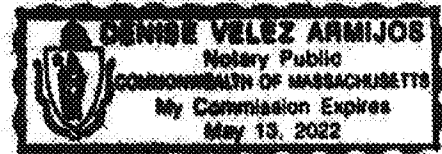
County of Suffolk, ss.

September 26, 2018

Then personally appeared before me the above-named Patricia E. Parent
VP Asst Secretary of GUIDEBOAT ACQUISITION LLC, and acknowledged the foregoing to be
his/her free act and deed and the free act and deed of said entity, before me.

Notary Public: *Denise Velez Armijs*

My commission expires: 5-13-2022



Schedule 1

Serial Number Trademark Image	Filing Date	Registration No.	Registration Date	Status
GUIDEBOAT	1/14/2013	4863517	12/1/2015	Registered