

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM494316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/31/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HQ Network Systems, LLC		10/17/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RGN-US IP, LLC		
Street Address:	15305 Dallas Parkway, Suite 400		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1586038	HQ	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	38221-80020		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	10/17/2018		
Total Attachments: 9			
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NUNC PRO TUNC ASSIGNMENT

This Nunc Pro Tunc Assignment (this "Agreement") is made effective as of May 31, 2014 (the "Effective Date") by and between HQ Network Systems, LLC, a Delaware limited liability company ("Assignor"), and RGN-US IP, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, HQ Global Workplaces LLC, a Delaware limited liability company ("HQ Global"), RGN-Holdings, LLC, a Delaware limited liability company and sole member of Assignee ("Purchaser"), and Regus Management Group, LLC, a Delaware limited liability company, entered into that certain Asset Purchase Agreement dated as of May 31, 2014 ("APA"). All capitalized terms not otherwise defined herein shall have the meaning set forth in the APA.

WHEREAS, Assignor, HQ Global, and HQ Subsidiaries, LLC, a Delaware limited liability company (collectively, the "2014 Assignors"), on the one hand, and Assignee and Purchaser, on the other hand, entered into that certain Intellectual Property Assignment dated as of May 31, 2014 ("IP Assignment"), a copy of which is attached as Exhibit I.

WHEREAS, immediately prior to the IP Assignment, Assignor was the owner of all right, title and interest in and to the trademarks set forth in Schedule A hereto, together with the goodwill of the business associated with the use of, and symbolized by the trademarks (the "Marks").

WHEREAS, pursuant to the terms and conditions of the APA, including the applicable provisions of Section 2.1 and Article VI of the APA, Purchaser designated Assignee to accept, and the Assignor granted, transferred, assigned, conveyed and delivered to Assignee, among other assets as set forth therein, all of the Assignor's right, title and interest in and to the Marks.

WHEREAS, Assignor and Assignee now desire to confirm said sale, assignment, conveyance, transfer and deliverance of said Marks to Assignee, to clarify the Marks subject to the IP Assignment, and to record same with the United States Patent and Trademark Office ("USPTO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties acknowledge and agrees as follows:

1. Assignment. Assignor and Assignee acknowledge and confirm that effective as of May 31, 2014, Assignor sold, conveyed, assigned, transferred and delivered to Assignee, its successors, assigns and legal representatives the entire right, title and interest of Assignor in and to (i) the Marks set forth in Schedule A hereto, together with the goodwill of the business associated with the use of, and symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Marks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the

foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Miscellaneous.

i. This Agreement shall be governed by, and construed in accordance with (i) the laws of the United States with respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws thereof.

ii. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

iii. This Agreement is subject to all the terms and conditions of the APA. The parties intend that this Agreement is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the APA.

iv. Assignor agrees to execute additional documents as may be reasonably requested by Assignee to further evidence the assignment contemplated by this Agreement and to record the transfer of the Marks set forth on Schedule A with the USPTO.


v. Schedule A and Exhibit I attached hereto are hereby incorporated by reference.

[Signature Page Follows]

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

ASSIGNOR

HQ Network Systems, LLC

By:  _____

Name: Ted Ryan


Title: Authorized Signatory

Date: October 17, 2018

ACCEPTED BY:

ASSIGNEE

RGN-US IP, LLC

By:  _____

Name: Ted Ryan

Title: Authorized Signatory

Date: October 17, 2018

**SCHEDULE A
NUNC PRO TUNC ASSIGNMENT**

Trademarks

HQ, US Reg. No. 1586038

Any and all common law rights in HQ

EXHIBIT I

2014 IP Assignment

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is effective as of May 31, 2014, by and among HQ Global Workplaces LLC, a Delaware limited liability company ("HQ Global"), HQ Network Systems, LLC, a Delaware limited liability company, and HQ Subsidiaries, LLC, a Delaware limited liability company (collectively, the "Assignors"), on the one hand, and RGN-US IP, LLC, a Delaware limited liability company ("Assignee"), and RGN-Holdings, LLC, a Delaware limited liability company and sole member of Assignee ("Purchaser"), on the other hand.

WHEREAS, HQ Global has entered into that certain Asset Purchase Agreement, of even date herewith, by and among Purchaser, Regus Management Group, LLC, a Delaware limited liability company, and HQ Global (the "Asset Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, including the applicable provisions of Section 2.1 and Article VI of the Asset Purchase Agreement, Purchaser designates Assignee to accept, and the Assignors shall grant, transfer, assign, convey and deliver to Assignee all the Assignor's right, title, benefits, privileges, interest and good will in, to and under the Intellectual Property.

WHEREAS, the Assignor has adopted, is using and is the owner of all right, title, interest, and good will in and to certain common-law trademarks, service marks and other indicia of origin (the "Marks").

WHEREAS, in connection herewith, Assignee has issued to Purchaser, units representing all of the outstanding membership interests of Assignee.

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, it is hereby agreed by the parties hereto as follows:

1. Assignment of Intellectual Property. Effective as of 12:01 a.m., Chicago, Illinois time on May 31, 2014 (the "Effective Time"), the Assignors, pursuant to the terms and conditions of the Asset Purchase Agreement, hereby grant, transfer, assign, convey and deliver to Assignee, as Purchaser Designee of Purchaser, and Assignee accepts, all of Assignors' rights, title, benefits, privileges, interest and good will in, to and under the Intellectual Property, including the Marks together with the goodwill of the business symbolized by the Marks; all licenses for the use of the Marks; all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; all rights corresponding to any of the foregoing throughout the world; and the right to assign the rights conveyed herein, the same to be held and enjoyed by

Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Delaware.


3. Further Assurances. From time to time following the date hereof, the Assignors shall execute and deliver, or cause to be executed and delivered, to Purchaser or Assignee such other instruments of conveyance and transfer as Purchaser or Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee, and put Assignee in possession of, any part of the Intellectual Property. Notwithstanding the foregoing, the Assignors and Assignee shall cooperate, to the maximum extent permitted by law, with each other in any legal and reasonable arrangement designed to provide to Assignee any claim, right or benefit arising under or resulting from the Intellectual Property.

4. Miscellaneous. This Agreement is binding upon and inures solely to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single agreement. One or more counterparts of this Agreement may be delivered by facsimile or e-mail with the intention that delivery by such means shall have the same effect as delivery of an original counterpart thereof. This Agreement shall not be modified, waived or amended except by written agreement executed by the Assignors and Assignee.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HQ GLOBAL WORKPLACES LLC

By: 
Name: ~~Tim Regan~~
Title: Authorized Person

HQ NETWORK SYSTEMS, LLC

By: _____
Name: Stephen Farley
Title: Authorized Person

HQ SUBSIDIARIES, LLC

By: _____
Name: Stephen Farley
Title: Authorized Person

RGN-HOLDINGS, LLC

By: _____
Name: Stephen Farley
Title: Authorized Person

RGN-US IP, LLC

By: _____
Name: Stephen Farley
Title: Authorized Person


Signature Page to Intellectual Property Assignment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

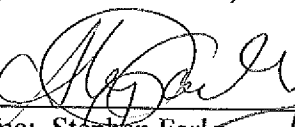
HQ GLOBAL WORKPLACES LLC

By: _____
Name: Tim Regan
Title: Authorized Person

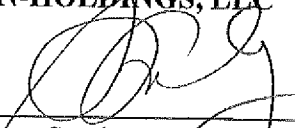
HQ NETWORK SYSTEMS, LLC

By:  _____
Name: Stephen Farley
Title: Authorized Person

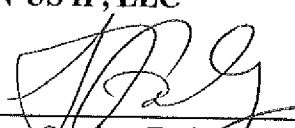
HQ SUBSIDIARIES, LLC

By:  _____
Name: Stephen Farley
Title: Authorized Person

RGN-HOLDINGS, LLC

By:  _____
Name: Stephen Farley
Title: Authorized Person

RGN-US IP, LLC

By:  _____
Name: Stephen Farley
Title: Authorized Person

Signature Page to Intellectual Property Assignment