

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501005

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	09/30/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NAVEX Global Holding Company		12/04/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	NAVEX Global, Inc.
Street Address:	5500 Meadows Road, Suite 500
City:	Lake Oswego
State/Country:	OREGON
Postal Code:	97035
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4612096	NAVEX GLOBAL

CORRESPONDENCE DATA

Fax Number: 2063599000

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: (206) 359-8000

Email: pctrademarks@perkinscoie.com

Correspondent Name: Patchen M. Haggerty, Perkins Coie LLP

Address Line 1: 1201 Third Avenue, Suite 4900

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:	113074-4000.0033.US001
NAME OF SUBMITTER:	Patchen M. Haggerty
SIGNATURE:	/Patchen M. Haggerty/
DATE SIGNED:	12/06/2018

Total Attachments: 5

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ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement (the "Agreement") is made by and between NAVEX Global Holding Company, a Delaware corporation with a principal place of business at 630 Fifth Avenue, Suite 2400, New York, New York 10111 (the "Assignor"), and NAVEX Global, Inc., a Delaware corporation with a principal place of business at 5500 Meadows Road, Suite 500, Lake Oswego, Oregon 97035 (the "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of all rights, title and interest in and to the NAVEX GLOBAL mark, including without limitation the goodwill associated therewith, all common law rights therein, and U.S. Registration No. 4,612,096 for said mark as set forth on Exhibit A (the "Mark");

WHEREAS, Assignee, as the successor of the entire portion of the business to which the Mark pertains, is desirous of acquiring all of Assignor's rights, title and interest in and to the Mark, including without limitation the goodwill represented thereby and U.S. Registration No. 4,612,096, on the terms and conditions contained in this Agreement; and

WHEREAS, Assignee intends to continue the business of Assignor.

NOW, THEREFORE, for good and valuable consideration received by Assignor from Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Mark. Assignor hereby sells, assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Mark worldwide, and any applications and registrations therefor, including each and every registration that is granted on any application that is a division, substitution, or continuation of such Mark, and in and to each and every reissue or extension of the Mark, and including U.S. Registration No. 4,612,096, together with that part of the goodwill of the business associated with the use of and symbolized by the Mark, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this sale, assignment, and transfer had not been made, *Nunc Pro Tunc* effective as of September 30, 2014 (the "Assignment Effective Date"). The Mark is being assigned as part of a transfer of the entire business or portion thereof to which the Mark pertains as required by § 10 of the Lanham Act. Assignor hereby authorizes the appropriate empowered officials at the United States Patent and Trademark Office to transfer all applications and registrations for the Mark to Assignee as the assignee of the entire right, title and interest therein or otherwise as Assignee may direct effective as of the Assignment Effective Date, in accordance with this instrument of assignment.

2. Assignment of Cause of Action. Assignor further sells, assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark.

3. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed.

Such cooperation shall include prompt execution of all papers which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

4. Survival. The terms, covenants, and provisions of this Agreement shall inure to the benefit of Assignee, its successors, assigns, and/or legal representatives, and shall be binding upon Assignor, its successors, assigns, and/or other legal representatives.


5. Choice of Law. The laws of the state of Oregon, United States of America, shall govern the enforceability, construction, interpretation, and validity of this Agreement, without regard to the principle of conflicts of law. Any action or any dispute arising out of this Agreement shall be tried exclusively in the federal or state courts in Multnomah County, Oregon, and the parties consent to the jurisdiction and venue of such courts.

6. Counterparts; Electronic Signature. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Agreement. This Agreement may be executed by facsimile or by electronic signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date below and such Agreement is effective as of the Assignment Effective Date.

Executed as of this 4th day of December, 2018.


**NAVEX GLOBAL HOLDING COMPANY
(Assignor)**

By: 
Shon C Ramey (Date: 4, 2018)

Name: Shon C Ramey

Title: General Counsel

NAVEX GLOBAL, INC. (Assignee)

By: 
Shon C Ramey (Date: 4, 2018)

Name: Shon C Ramey

Title: General Counsel

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EXHIBIT A

MARK	REG. NO.	CLASS/GOODS/SERVICES
NAVEX GLOBAL	4612096	<p>Class 9: CD-ROMs featuring information about ethics, labor and employment law, and workplace compliance for use as a reference material for training others in ethics, labor and employment law, and workplace compliance; CD-ROMs featuring a database of information, hypotheticals, and strategies concerning ethics, labor and employment law, and workplace compliance; computer software for managing company policy that may be downloaded from a global computer network; computer software for managing and analyzing data related to workplace compliance matters; computer software for the custom drafting and formatting of professional codes of conduct for businesses</p> <p>Class 35: Information, advisory and consultancy services in the field of business and management and business administration services, namely, business management and business administration services in the field of information intake and information management relating to allegations or concerns specific to business misconduct or regulatory non-compliance via telephone and the internet; business management services and business research services, namely, business data analysis, business research regarding trending, business data charting, and case investigation management in the field of business misconduct and regulatory non-compliance; business consultancy services in the field of organizational adherence to statutory or other enforceable rules and laws regarding personal and</p>

		<p>organizational conduct, ethics, risk management, and governance; providing an online computer database in the field of financial information, news and business information about businesses for use by companies to assess the risks of doing business with a listed company; telephone hotline for business risk management purposes, namely, for allowing the reporting threats of violence, drug abuse, and sexual harassment in a business or school environment</p> <p>Class 41: Educational services, namely, conducting seminars, educational conferences, workshops, and classes in the field of ethics, anti-discrimination law, risk management, labor and employment law, and workplace compliance and distributing course materials in connection therewith; conducting computer-based, mobile telephone-based, and on-line interactive seminars, classes, and workshops in the field of ethics, anti-discrimination law, risk management, labor and employment law, and legal and compliance issues concerning the workplace; development and dissemination of educational materials for others in the field of ethics, anti-discrimination law, risk management, labor and employment law, and workplace compliance; education services, namely, providing non-downloadable webinars via a global computer network and local and wide area networks in the field of ethics and compliance for businesses to improve productivity and prevent loss of revenue</p> <p>Class 42: Providing web-based non-downloadable software that enables the creation, review, revision, approval, publication,</p>
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		<p>indexing, and searching of corporate policy documents for businesses; providing a website featuring technology for employees to confidentially report workplace ethics and compliance violations for businesses to improve productivity and prevent loss of revenue</p> <p>Class 45: Telephone hotline services for the employees of others to report information about suspected security risks in the workplace such as unsafe working conditions, theft, dishonesty, and drug use; consulting services, namely, assisting employers to satisfy employment and anti-discrimination laws and regulations; providing an online computer database featuring information, hypotheticals, and strategies in the field of ethics, labor, and employment law and workplace compliance</p>
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