

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OTS Holdings, Inc.		12/14/2018	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	OTS Solutions, LLC		
Street Address:	315 W 36th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4526585	PUTTING BETTER IDEAS TO WORK	
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:	202-756-8000		
Email:	washington_ip_docket@mwe.com, jludovici@mwe.com, pstmarie@mwe.com, eatkins@mwe.com, ksandacz@mwe.com		
Correspondent Name:	Joanne Ludovici		
Address Line 1:	500 North Capitol St NW		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Joanne Ludovici		
SIGNATURE:	/Joanne Ludovici/		
DATE SIGNED:	12/17/2018		
Total Attachments: 4			
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CONFIRMATORY ASSIGNMENT OF TRADEMARKS

THIS CONFIRMATORY ASSIGNMENT OF TRADEMARKS (this “Assignment”) is entered into as of December 14, 2018 (the “Effective Date”) by and between OTS Holdings, Inc., a New Jersey corporation (“Assignor”), and OTS Solutions, LLC, a Delaware limited liability company (“Assignee”). This Assignment is being entered into pursuant to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof by and among Assignor, and the other parties thereto, including the sole member of Assignee.

FOR GOOD AND VALUABLE CONSIDERATION, as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the trademark registrations and applications listed on Schedule A attached hereto (which is incorporated into and made a part of this Assignment), together with all of the goodwill associated with the foregoing, and all rights to sue, make claims, and recover any remedy for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages or recover any remedy with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its subsidiaries, successors and assigns and Assignee accepts such assignment in the scope as set out herein.
2. Governing Law. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware applicable to contracts made and performed entirely in Delaware, without regard to any Law that would result in the application of the Laws of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied to this Assignment.
3. Jurisdiction. The choice of jurisdiction pursuant to Section 8.11 of the Purchase Agreement shall apply to any claim, dispute or controversy arising out of or in connection with or relating to the interpretation or enforcement of this Assignment.
4. Miscellaneous. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

[Signature page follows]

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

ASSIGNOR:

OTS HOLDINGS, INC.

By: 
Name: Brian Kates
Title: CEO

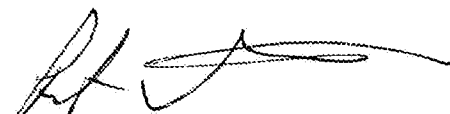
[SIGNATURE PAGE TO OTS TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006555 FRAME: 0327

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

ASSIGNEE:

OTS SOLUTIONS, LLC

By:  _____

Name: Peter Westermann

Title: President

[SIGNATURE PAGE TO OTS TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 006555 FRAME: 0328

SCHEDULE A

TRADEMARK	COUNTRY	REG. NO.
PUTTING BETTER IDEAS TO WORK	United States	4,526,585