

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514089

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matrix ITG, Inc.		01/02/2018	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	GPB PEO Holdings, LLC		
Street Address:	535 West 24th Street		
Internal Address:	Floor 4		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4903570	MATRIXONESOURCE	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	561-653-5000		
Email:	ip@akerman.com		
Correspondent Name:	Peter A. Chiabotti		
Address Line 1:	777 S. Flagler Drive		
Address Line 2:	Suite 1100, West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	333200		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	03/13/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made and entered into as of as of January 2, 2018 (the “Effective Date”), by and between Matrix ITG, Inc., a Florida corporation (“Assignor”), and GPB PEO Holdings, LLC, a Delaware limited liability company (“Assignee”). Together, Assignor and Assignee are referred to as the “Parties” and individually as a “Party.”

RECITALS

A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademark set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the “Assigned Trademark”);

B. Assignor has permitted Assignee to use the Assigned Trademark under a license in return for a royalty (the “Existing License”). The Existing License is the sole license or right of use affecting the Assigned Trademark;

C. This Assignment is being made and entered into in connection with that certain Membership Interest Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among Assignee, the sellers thereto (the “Sellers”) and William L. Perez, a resident of the State of Florida, as the representative of Sellers;

D. Assignor acknowledges and agrees that the execution and delivery of this Assignment, and the consummation of the transactions contemplated hereby, is a condition and material inducement to Assignee’s willingness to enter into the Purchase Agreement; and

D. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as representations as if fully set forth herein. Capitalized terms used, but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademark and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademark is used and which is symbolized by the Assigned Trademark, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or

other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademark, (c) to any and all licenses or other similar contractual rights for the Assigned Trademark, (d) to grant licenses or other interests in the Assigned Trademark, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademark, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademark.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of Assignee, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademark strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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

ASSIGNOR:

Matrix ITG, Inc.

By: _____

Name: Rafael J. Perez

Title: Vice President

ASSIGNEE:

GPB PEO Holdings, LLC

By: _____

Name: Abhaya Shrestha

Title: Manager

[Signature Page to Trademark Assignment]

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ASSIGNOR:

Matrix ITG, Inc.


By: _____

Name: Rafael J. Perez

Title: Vice President

ASSIGNEE:

GPB PEO Holdings, LLC

By:  _____

Name: Abhaya Shrestha

Title: Manager

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006590 FRAME: 0238

Schedule 1

Assigned Trademark

Registrations

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services
MatrixOneSource	86221421	Mar. 14, 2014	4903570	Feb. 23, 2016	IC 035. Information technology asset management, namely, providing electronic tracking of computer hardware and software assets of others for business purposes; employee leasing; administration of business payroll for others; payroll preparation; payroll processing services; human resources services management; serving as a human resources department for others; business consultation services, namely, consultation in the fields of risk management and loss control for others; business consulting services in connection with the positions of chief information officer and chief technology officer, namely, providing advisory and consultation services in the fields of technology and information technology .