

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	04/08/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simplify Compliance, LLC		04/08/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PEI Media LLC		
Street Address:	130 W 42nd Street, Suite 450		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2208422	BUYOUTS	
Registration Number:	5667086	PARTNERCONNECT EVENTS	
Registration Number:	5667087	PARTNER CONNECT EVENTS	
Registration Number:	5239661	PE HUB	
Registration Number:	5239662	THE PE HUB NETWORK	
Registration Number:	5239660	THE PE HUB NETWORK	
CORRESPONDENCE DATA			
Fax Number:	2024576315		
<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:	202-457-6030		
Email:	deborah.lodge@squirepb.com, karen.agee@squirepb.com		
Correspondent Name:	Deborah M. Lodge, Squire Patton Boggs		
Address Line 1:	2550 M Street, NW		
Address Line 4:	Washington, D.C. 20037		
ATTORNEY DOCKET NUMBER:	115006.00004		
NAME OF SUBMITTER:	Deborah M. Lodge		
SIGNATURE:	/Deborah M. Lodge/		

OP \$165.00 2208422

DATE SIGNED:	04/16/2019
Total Attachments: 6 source=Assignment 2#page1.tif source=Assignment 2#page2.tif source=Assignment 2#page3.tif source=Assignment 2#page4.tif source=Assignment 2#page5.tif source=Assignment 2#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made nunc pro tunc as of April 8, 2019, by **SIMPLIFY COMPLIANCE, LLC** and **SC MIDCO, LLC**, each a Delaware limited liability company (each an “**Assignor**” and collectively, “**Assignors**”), to **PEI MEDIA LLC**, a Delaware limited liability company (“**Assignee**”).

RECITALS:

WHEREAS, Assignor Simplify Compliance, LLC and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Assignor Simplify Compliance, LLC has agreed to sell substantially all of its assets, and certain of its liabilities, related to the Argosy business unit, including registered and unregistered trademarks, logos, service marks, copyrights, social media user names/handles, domain name registrations and all know-how, ideas, concepts, and trade secrets related to the Argosy business unit detailed on Exhibits A and B attached hereto and incorporated herein by this reference (the “**Intellectual Property**”). In accordance with the Purchase Agreement, Assignor Simplify Compliance, LLC and its affiliate SC MidCo, LLC (parties to that certain Nunc Pro Tunc Agreement, dated as of the date hereof), hereby desire to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignors’ worldwide right, title and interest in and to the Intellectual Property described above. Any capitalized term used in this Assignment, which is not otherwise defined herein, shall have the meaning ascribed to such term in the Purchase Agreement.

NOW, THEREFORE, Assignors, for and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignors’ worldwide right, title and interest in, to and under the Intellectual Property, together with the goodwill of Assignors’ business associated therewith and which is symbolized thereby, as applicable, all rights to sue for infringement of the Intellectual Property, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and/or in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by said Assignors had this Assignment not been made.

Assignors represent and warrant that Assignors are the sole owners of said Intellectual Property, that they have not sold, assigned, transferred or hypothecated any interest in or to any of the Intellectual Property, and that they are fully authorized and empowered to enter into this Agreement and effectuate this assignment. Assignors further agree that they will not contest or challenge the enforceability or validity of, or Assignee’s ownership of, any trademark, copyright, or other Intellectual Property that is the subject of this Agreement.

Assignors hereby irrevocably appoint Assignee and its duly authorized officers and agents as Assignors’ agent and attorney in fact, to record this Assignment, and to execute such other documents or instruments as Assignee deems reasonably necessary or appropriate to

effectuate this Assignment and the intent of the parties, with the same legal force and effect as if executed by Assignors, and without any additional consideration or consent. Assignors agree to take such steps and actions reasonably requested by Assignee following the date hereof, including the execution of any documents, files, registrations, or other similar items, to insure that the Intellectual Property is properly assigned to Assignors, or any assignee or successor thereto, at Assignee's sole cost, and that Assignee is able to assert control over such Intellectual Property. The Parties further agree that the Assignee may amend the annexed Exhibits A and B as may be necessary to reflect additional intellectual property owned by the Assignors as of the effective date of the Assignment.

This Assignment may otherwise be modified only by a written instrument signed by all parties. If any term or provision of this Assignment is deemed invalid or unenforceable, this Assignment shall remain otherwise enforceable and in effect.


This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof. Assignors authorize the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request by Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR:

SIMPLIFY COMPLIANCE, LLC

By:  _____

Name: Daniel M. Oswald

Title: Chief Executive Officer

ASSIGNEE:

PEI MEDIA LLC

By: _____

Name: Tim McLoughlin

Title: Chief Executive Officer

[Signature Page of Intellectual Property Assignment]

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR:

SIMPLIFY COMPLIANCE, LLC

By: _____
Name: Daniel M. Oswald
Title: Chief Executive Officer

ASSIGNEE:

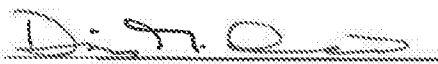
PEI MEDIA LLC

By: VS _____
Name: Tim McLoughlin
Title: Chief Executive Officer

[Signature Page of Intellectual Property Assignment]

ASSIGNOR:

SC MIDCO, LLC

By: 
Name: Daniel M. Oswald
Title: Chief Executive Officer

[Signature Page of Intellectual Property Assignment]

**Exhibit A
Trademarks**

Registered Trademarks:

<u>Mark Reg.</u>	<u>USPTO Number</u>	<u>USPTO Serial Number</u>
Buyouts	2208422	75319173
PartnerConnect Events	5667086	87405834
PartnerConnect Events (design)	5667087	87405844
PE Hub	5239661	87070970
The PE Hub Network	5239660	87070965
The PE Hub Network	5239662	87070977

Unregistered Trademarks and Trade Names:

All unregistered Trademarks, Service Marks, Logos and Trade Names solely used to identify and distinguish the products and services of the Argosy business unit.

Other Trademarks: All rights in common law, unregistered trademarks and taglines used by Seller solely for the Business.

[REDACTED]