

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM520108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Matlock and Associates, LLC		04/03/2019	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Michael Stapleton Associates, Ltd.		
<b>Street Address:</b>	9 Murray Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5410489	CLIO PRO	
<b>Registration Number:</b>	5410490	CLIO PRO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>			
<b>Phone:</b>	3142592000		
<b>Email:</b>	susan.murphy@bclplaw.com		
<b>Correspondent Name:</b>	BRYAN CAVE LEIGHTON PAISNER LLP		
<b>Address Line 1:</b>	211 North Broadway, Suite 3600		
<b>Address Line 4:</b>	St Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	1080053.4		
<b>NAME OF SUBMITTER:</b>	Noah Lerman		
<b>SIGNATURE:</b>	/Noah Lerman/		
<b>DATE SIGNED:</b>	04/22/2019		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective as of this 03 day of April, 2019, by and between Matlock and Associates, LLC, an LLC organized and existing under the laws of Virginia, and having a usual place of business at 3033 Wilson Boulevard, Arlington, VA 22201 ("Assignor") and Michael Stapleton Associates, Ltd., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 9 Murray Street, New York, NY 10003 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith and all associated registrations therefor, together with the benefit of all use of the Marks), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks. Assignor shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Assignor challenge Assignee's use of the Marks after the date of this Assignment.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

This Assignment will inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, subject to the conditions hereof.

*[Signature page follows]*

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Matlock and Associates, LLC

Name: John Matlock

Signature: \_\_\_\_\_

DocuSigned by:  
*John Matlock*  
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Title: VP  
Vice President of Operations

4/3/2019

ASSIGNEE: Michael Stapleton Associates, Ltd

Name: Mick Kennedy

Signature: \_\_\_\_\_

DocuSigned by:  
*Mick Kennedy*  
7D5C5C15C33449C...

Title: CFO

4/16/2019

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Registration No. &amp; Date</i>
CLIO PRO	Federal	5410489 & 2/27/2018
CLIO PRO & Design	Federal	5410490 & 2/27/2018