

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transaction Tax Consulting Group, LLC		07/23/2019	Limited Liability Company: OREGON
RECEIVING PARTY DATA			
Name:	Transaction Tax Resources, Inc.		
Street Address:	3850 NE Three Mile Lane		
City:	McMinnville		
State/Country:	OREGON		
Postal Code:	97128-9402		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88138846	ECMS	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612-492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	07/23/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Assignment (the "Assignment") is made by and between Transaction Tax Consulting Group, LLC, an Oregon limited liability company having a principal business address of 3850 SE Three Mile Lane, McMinnville, Oregon 97128-6228 ("Assignor"), and Transaction Tax Resources, Inc., a Delaware corporation having a principal business address of 3850 NE Three Mile Lane, McMinnville, Oregon 97128-9402 ("Assignee").

WHEREAS, Assignor has adopted, used, and is using the mark identified on the attached Exhibit A, (the "Mark"); and

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights in the Mark worldwide and any applications and registrations therefor, including the applications and registrations identified on Exhibit A.

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 the applications and registrations identified on the attached Exhibit A, together with that part of the good will 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. 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 assignee of the entire right, title and interest therein or otherwise as Assignee may direct, 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 prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

4. Warranty of No Conflict of Rights. Assignor hereby warrants and represents that it has not entered into any assignments, contracts, or other understandings with third parties that would conflict with the rights herein granted.

5. Further Assurances. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Assignment.


6. Survival. The terms, covenants, and provisions of this Assignment 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.

7. Counterparts. This Assignment may be signed in counterparts, which together shall constitute one agreement. If this Assignment 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 Assignment.

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

DATED: July 23, 2019

Transaction Tax Consulting Group, LLC
(Assignor)

By:  _____

Name: SHON HOLYFIELD

Title: CEO

Transaction Tax Resources, Inc.
(Assignee)

By:  _____

Name: SHON HOLYFIELD

Title: CEO

EXHIBIT A

<u>Mark</u>	<u>Class: Goods</u>	<u>Ser. No. / Reg. No.</u>	<u>App. / Reg. Date</u>
ECMS	42: Providing online non-downloadable software for managing tax exemption certificates; Providing a website featuring on-line non-downloadable software that enables users to access customized sales and use tax information; all of the forgoing excluding use in the construction industry	Ser. 88/138,846	Filed Oct. 1, 2018