

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM536452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Waife & Associates, Inc.		08/13/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	WCG CSO Consulting LLC		
Street Address:	212 Carnegie Center		
Internal Address:	Suite 301		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4022797	TIME WAITS FOR NO COMPANY	
Registration Number:	3026954	WAIFE & ASSOCIATES	
Registration Number:	3036926	ORGANIZATIONAL PREPAREDNESS	
Registration Number:	2943951	CLINICAL RESEARCH EXECUTIVE FORUM	
Registration Number:	2091182	THE CLINICAL RESEARCH EXECUTIVE FORUM	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	2027395564		
Email:	michelle.raynes@morganlewis.com		
Correspondent Name:	Seth A. Rappaport		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	020639.0046		
NAME OF SUBMITTER:	Michelle S. Raynes		
SIGNATURE:	/Michelle S. Raynes/		
DATE SIGNED:	08/13/2019		

CH \$140.00 4022797

Total Attachments: 3

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment ("Assignment Agreement") is made and entered into as of August 19, 2019 (the "Effective Date"), by and among Waife & Associates, Inc., a Massachusetts corporation ("Assignor"), and WCG CSO Consulting LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein collectively as the "Parties."

WHEREAS, Assignor was the owner of the marks set forth on Schedule A hereto (the "Marks"), and the goodwill associated with the Marks, and desired to assign all of Assignor's right, title, and interest in and to the Marks along with the associated goodwill to the Assignee;

WHEREAS, the Parties entered into the Asset Purchase Agreement, dated July 19, 2019;

WHEREAS, through the Asset Purchase Agreement, Assignor transferred, among other things, all of its Intellectual Property (as defined in the Asset Purchase Agreement), including but not limited to the Marks and the associated goodwill; and

WHEREAS, the Parties wish to confirm the assignment of the Marks and the associated goodwill.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby confirms that it has sold, conveyed, transferred, assigned and delivered to Assignee, and Assignee acquired, and accepted from Assignor, all of Assignor's right, title, and interest in, to, and under the Marks, including all goodwill associated therewith and all rights of action and remedies for past, present, and future infringements of any of the Marks, in each case, free and clear of all liens, the same to be held and fully enjoyed by Assignee, its successors, assigns and other legal representatives.
2. Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to document and record with the appropriate authorities the aforesaid assignment and transfer of the Marks.
3. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions, as applicable, and any other applicable governmental authority, to issue or transfer the Marks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment Agreement with all applicable government authorities so as to perfect its ownership of the Marks.
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first written above.

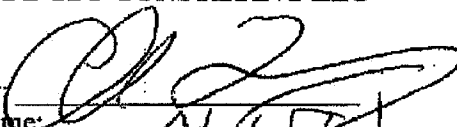
Assignor:

WAIFE & ASSOCIATES, INC.

By: 
Name: Ronald S. Waife
Title: President

Assignee:


WCG CSO CONSULTING LLC

By: 
Name: Alex Coffey
Title: VP + Secy

[Signature Page to Trademark Assignment Agreement]

Schedule A

Marks

Mark	Reg.	Status	State/Country	Filing Date	Reg. Date	Owner
TIME WAITS FOR NO COMPANY	4022797	Registered	United States of America	Feb. 15, 2011	Sep. 06, 2011	Waife & Associates, Inc.
WAIFE & ASSOCIATES	3026954	Registered	United States of America	Apr. 15, 2004	Dec. 13, 2005	Waife & Associates, Inc.
ORGANIZATIONAL PREPAREDNESS	3036926	Registered (Supplemental)	United States of America	Apr. 15, 2004	Dec. 27, 2005	Waife & Associates, Inc.
CLINICAL RESEARCH EXECUTIVE FORUM	2943951	Registered	United States of America	Apr. 15, 2004	Apr. 26, 2005	Waife & Associates, Inc.
THE CLINICAL RESEARCH EXECUTIVE FORUM  The Clinical Research Executive Forum	2091182	Registered	United States of America	Aug. 26, 1996	Aug. 26, 1997	Waife & Associates, Inc.