

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Disciplined Agile Inc.		07/31/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Project Management Institute, Inc.		
Street Address:	14 Campus Boulevard		
City:	Newton Square		
State/Country:	PENNSYLVANIA		
Postal Code:	19073-3299		
Entity Type:	Corporation: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88113513	CHOOSE YOUR WOW	
CORRESPONDENCE DATA			
Fax Number:	2023448300		
<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:	2023448156		
Email:	trademarkdocket@venable.com		
Correspondent Name:	Andrew D. Price		
Address Line 1:	600 Massachusetts Ave, NW		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	41123.507499		
NAME OF SUBMITTER:	Andrew Weinstein		
SIGNATURE:	/andrew weinstein/		
DATE SIGNED:	09/09/2019		
Total Attachments: 17			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the “**Assignment**”) is entered into as of the 31st day of July, 2019 (the “**Effective Date**”),

BY: Disciplined Agile Inc., a corporation incorporated under the federal laws of Canada and having a registered office address at 3000-700 9 Avenue SW, Calgary, Alberta, T2P 3V4, Canada (“**DAI**”);

AND BY: Scott Ambler, an individual having a principal place of business at 29 Tarlton Road, Toronto, Ontario, M5P 2M6, Canada,

Mark Lines, an individual having a principal place of business at 10357 Hamptons Blvd NW, Calgary, Alberta, T3A 5S2, Canada, and

Louise Lines, an individual having a principal place of business at 600 Crowfoot Crescent NW, Suite 340, Calgary, Alberta, T3G 0B4;

(collectively, the “**Principals**”);

IN FAVOUR OF: Project Management Institute, Inc., a corporation incorporated under the state laws of Pennsylvania and having a principal place of business at 14 Campus Boulevard, Newtown Square, Pennsylvania, 19073-3299, United States of America (“**Buyer**”);

WHEREAS:

- A. DAI and the Principals are collectively referred to herein as “**Assignors**”, and each individually referred to herein as an “**Assignor**”;
- B. DAI was formed by an amalgamation of two companies: (i) Disciplined Agile Consortium Inc.; and (ii) Disciplined Agile Inc. (“**DA**”);
- C. DA was formerly known as Scott Ambler + Associates Inc.;
- D. Buyer entered into an Asset Purchase Agreement dated as of July 31, 2019 with Assignors (the “**Asset Purchase Agreement**”);
- E. Pursuant to the Asset Purchase Agreement, Assignors have agreed to sell, assign, transfer, convey and deliver to Buyer, and Buyer has agreed to purchase from Assignors, with effect as of the Closing, any and all of Assignors’ right, title and interest in, to and under the Intellectual Property Assets as set forth in the Asset Purchase Agreement, including the Intellectual Property Assets listed in Schedule “A” attached to this Assignment and incorporated herein by reference.
- F. It is a requirement of the Asset Purchase Agreement that Assignors and Buyer enter into this Assignment at the Closing.

G. All capitalized terms used herein and not otherwise defined have the meanings ascribed thereto in the Asset Purchase Agreement.

NOW, THEREFORE, in exchange for the consideration described in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by both parties to this Assignment, the parties covenant and agree with each other as follows:

1. For the purpose of this Agreement, “**Intellectual Property Assets**” means, on a worldwide basis, any or all of the following and any and all proprietary intellectual property and other rights in, arising out of or associated with:
 - (a) all copyrights, copyright applications, registrations and renewals, including but not limited to, works, computer programs and other computer software (including, without limitation, all source codes and object codes, algorithms, architectures, structures, display screens, layouts and development tools), databases, designs, plans, drawings, brochures, website content, sales and advertising literature and other marketing materials;
 - (b) all trademarks, including but not limited to service marks, certification marks, collective membership marks, and trade dress, the common-law rights in such marks, and registrations and applications for registration thereof;
 - (c) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, technical information, research and development report, know-how, non-disclosure and confidentiality agreements, technologies, technical data, customers lists, suppliers and dealers lists, marketing researches, schematics, proprietary processes and formulae;
 - (d) all trade dress including, but not limited to, product packaging and configuration;
 - (e) all World Wide Web addresses, domain names and sites and applications and registrations therefor and rights thereto;
 - (f) all the rights to obtain protection and file for registrations for any of the foregoing anywhere in the world; and
 - (g) any causes of action, claims, demands and other rights, actual or contingent, in respect of any past, present and future infringement of, or unfair competition with respect to, any of the foregoing, together with the right to obtain any damages obtained as a result of such actions.
2. Assignors hereby jointly, severally, and irrevocably sell, grant, assign, transfer and convey to Buyer, all of Assignors’ right, title and interest in and to all of the Intellectual Property Assets and any and all goodwill of Assignors’ business symbolized thereby, including, without limiting the generality of the foregoing, the Intellectual Property Assets set forth in Schedule “A” attached to and forming part of this Assignment, and

any and all goodwill of the Assignors' business symbolized thereby, for Buyer to have and to hold without encumbrance, and for Buyer and its successors and assigns to use without encumbrance for its or their use with effect as of and from the Effective Date. To the extent that any of the Intellectual Property Assets are currently pending U.S. trademark applications with an intent-to-use filing basis, Assignors acknowledge that Buyer is the successor of that portion of Assignors' business to which the mark(s) in such applications pertain(s).

3. Notwithstanding Section 2 above, if and to the extent that Assignors cannot or do not jointly, severally, and irrevocably fully assign all of its right, title, and interest in and to all of the Intellectual Property Assets pursuant to Section 2, for so long as any contract, license, or other right related to the Intellectual Property Assets is valid and in full force, Assignors shall: (i) jointly and severally exclusively license all of its rights therein to Buyer; or (ii) if the action identified in item (i) cannot be done, then jointly and severally hold in trust, for the benefit of Buyer, such contract, license or other right. Assignors shall take any and all commercially-reasonable action with respect to such contract, license, or other right as Buyer may reasonably direct for Buyer's account and benefit.
4. Assignors shall take or cause to be taken such other or further actions, as shall reasonably be requested by Buyer for purposes of carrying out the sale and assignment of the Intellectual Property Assets, and perfecting Buyer's transferred rights as contemplated by this Assignment.
5. This Assignment may not be amended, supplemented or otherwise modified in any respect except by written instrument executed by both parties.
6. This Assignment shall enure to the benefit of and be binding upon Buyer and each Assignor and their respective successors, including any successor by reason of the amalgamation or merger, and permitted assigns.
7. This Assignment shall be governed by and construed in accordance with the Asset Purchase Agreement laws and courts.
8. If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
9. This Assignment, together with the Asset Purchase Agreement, its Schedules and Exhibits, and the other Transaction Documents, collectively constitute the sole and entire agreement of the parties to this Assignment with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous

understandings and agreements, both written and oral, with respect to such subject matter.

10. In the event of any conflict, inconsistency, ambiguity or difference between the provisions of this Assignment and the Asset Purchase Agreement, then the provisions of the Asset Purchase Agreement shall govern and be paramount, and any such provision in this Assignment shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
11. Time shall be of the essence of this Assignment.
12. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[signature page to follow]

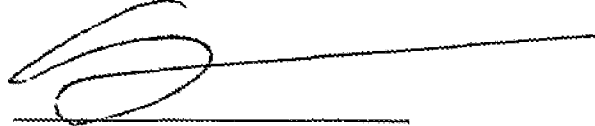
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

DISCIPLINED AGILE INC.

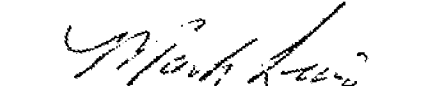
By: *Mark Lines*

Name: MARK LINES

Title: MANAGING PARTNER



SCOTT AMBLER


MARK LINES
LOUISE LINES

PROJECT MANAGEMENT INSTITUTE, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

DISCIPLINED AGILE INC.

By: _____
Name: _____
Title: _____

SCOTT AMBLER

MARK LINES

LOUISE LINES

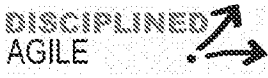

PROJECT MANAGEMENT INSTITUTE, INC.

By:  _____
Name: ~~Sunil Prashara~~
Title: Chief Executive Officer

SCHEDULE "A"

1. Trademarks

Applications and Registrations

Country	Trademark	Registrant (Applicant)	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status
Canada	CHOOSE YOUR WOW	- (Louise Lines)	- (1921535)	- (2018-09-24)	Formalized
Canada		- (Disciplined Agile Consortium Inc.)	- (1932043)	- (2018-11-22)	Formalized
Canada		- (Disciplined Agile Consortium Inc.)	- (1932056)	- (2018-11-22)	Formalized
United States	Choose Your WoW	- (Scott Ambler + Associates)	- (88113513)	- (2018-09-12)	Pending



REDACTED

REDACTED

REDACTED

REDACTED

REDACTED


CERTIFICATE OF EXECUTION

I CERTIFY that on the 30 day of July, 2019, Mark Lines, who is personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of DISCIPLINED AGILE INC. (the "Entity") and that he/she is the individual who subscribed his/her name to the attached Agreement on behalf of the Entity, that he/she was authorized to execute said Agreement on behalf of the Entity, and that the Entity was in existence at the date that the Agreement was so executed.

IN TESTIMONY of which I set my hand and seal of office at Calgary, Alberta, this 30 day of July, 2019.

NOTARIAL SEAL:

SIGNATURE OF NOTARY PUBLIC:

 _____

A Notary Public in and for: Alberta

My commission expires: December 31, 2021

A Notary Public in and for the Province of Alberta
Cindy Lawrence - Exp: 12/31/2021
No legal advice sought or given

Cindy Lawrence - Notary Public
#348 - 600 Crowfoot Crescent NW
Calgary, Alberta T3G 0B4
403-910-2550 - Exp: 12/31/2021
Canada

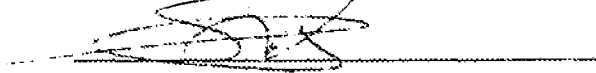
CERTIFICATE OF EXECUTION

I CERTIFY that on the 30th day of July, 2019, Scott Ambler, who is personally known to me, appeared before me and acknowledged to me that he is the individual who subscribed his name to the attached Agreement.

IN TESTIMONY of which I set my hand and seal of office at Toronto, ON. this 30th day of July, 2019.

NOTARIAL SEAL:

SIGNATURE OF NOTARY PUBLIC:



A Notary Public in and for: the Province of Ontario

My commission expires: does not expire.

SHEAU LIH VONG,
Notary Public and Commissioner of Oaths
in and for the Province of Ontario.
My commission does not expire.

Vong Law Professional Corporation
120 Eglinton Avenue East
Suite 1100
Toronto, ON M4P 1E2
<http://www.vonglawpc.com>



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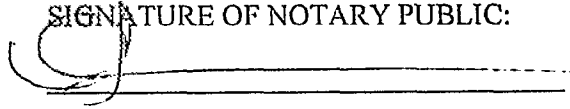
CERTIFICATE OF EXECUTION

I CERTIFY that on the 30 day of July 2019, Mark Lines, who is personally known to me, appeared before me and acknowledged to me that he is the individual who subscribed his name to the attached Agreement.

IN TESTIMONY of which I set my hand and seal of office at Calgary, Alberta, this 30 day of July, 2019.

NOTARIAL SEAL:

SIGNATURE OF NOTARY PUBLIC:



A Notary Public in and for: Alberta

My commission expires: December 31, 2021

A Notary Public in and
for the Province of Alberta
Cindy Lawrence - Exp: 12/31/2021
No legal advice sought or given

Cindy Lawrence - Notary Public
#340 - 600 Crowfoot Crescent NW
Calgary, Alberta T3G 0B4
403-910-2550 - Exp: 12/31/2021
Canada

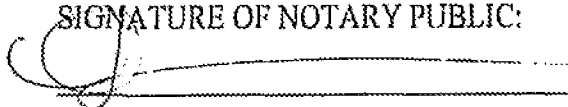
CERTIFICATE OF EXECUTION

I CERTIFY that on the 30 day of July, 2019, Louise Lines, who is personally known to me, appeared before me and acknowledged to me that she is the individual who subscribed her name to the attached Agreement.

IN TESTIMONY of which I set my hand and seal of office at Calgary, Alberta, this 30 day of July, 2019.

NOTARIAL SEAL:

SIGNATURE OF NOTARY PUBLIC:



A Notary Public in and for: Alberta

My commission expires: December 31, 2021

A Notary Public in and
for the Province of Alberta
Cindy Lawrence - Exp: 12/31/2021
No legal advice sought or given

Cindy Lawrence - Notary Public
#343 - 500 Crowfoot Crescent NW
Calgary, Alberta T3G 0B4
403-910-2550 - Exp: 12/31/2021
Canada

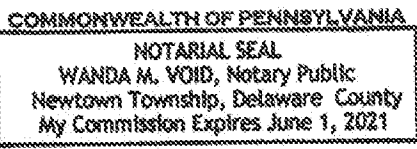
CERTIFICATE OF EXECUTION

I CERTIFY that on the 31st day of July 2019, Sunil Prashara, who is personally known to me, appeared before me and acknowledged to me that he/she is the authorized signatory of PROJECT MANAGEMENT INSTITUTE, INC. (the "Entity") and that he/she is the individual who subscribed his/her name to the attached Agreement on behalf of the Entity, that he/she was authorized to execute said Agreement on behalf of the Entity, and that the Entity was in existence at the date that the Agreement was so executed.

IN TESTIMONY of which I set my hand and seal of office at Newtown Square, this 31st day of July, 2019.

NOTARIAL SEAL:

SIGNATURE OF NOTARY PUBLIC:



Wanda M. Void

A Notary Public in and for: Pennsylvania

My commission expires: 6/1/2021