

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543321

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EIS Legacy, LLC		09/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Trient, LLC		
Street Address:	2018 Powers Ferry Road, Suite 500		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2165804	TRIENT	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	37869-301 rmp		
NAME OF SUBMITTER:	Renee M. Prescan		
SIGNATURE:	/Renee M. Prescan/		
DATE SIGNED:	10/01/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Intellectual Property Assignment") is entered into and effective as of September 30, 2019 (the "Effective Date") by and between Trient, LLC , a Delaware limited liability company ("Assignee"), and EIS Legacy, LLC, a Delaware limited liability company ("Assignor"). Capitalized terms used herein and not otherwise defined herein have the meanings given to such terms in the Asset Contribution Agreement (as defined below).

WHEREAS, Assignee and Assignor are parties to that certain Asset Contribution Agreement, dated as of the date hereof (the "Asset Contribution Agreement"); and

WHEREAS, the execution and delivery of this Intellectual Property Assignment is contemplated by Sections 2.2 and 2.3 of the Asset Contribution Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Contribution Agreement, the parties hereto hereby agree as follows:

1. Assignment. For true and lawful consideration paid to it by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby purchases, acquires, and accepts, the following, free and clear of all liens, claims and encumbrances other than the Permitted Liens:

(a) all of Assignor's worldwide right, title and interest in and to the Transferred Intellectual Property, including, without limitation, the trademark registrations and applications set forth on Schedule A, together with the goodwill of any business carried on in connection with any of the foregoing;

(b) the right to file federal, state and foreign applications for registration to secure Assignee's rights in any of the foregoing Intellectual Property that are unregistered;

(c) all claims, demands and rights of action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement, misappropriation or other violation of the foregoing Intellectual Property prior to, on or after the date of this Intellectual Property Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name;

(d) all of Assignor's right, title and interest in and to all income, royalties, damages (including consequential damages), proceeds and payments now or hereafter due and/or payable with respect to the foregoing Intellectual Property, including, without limitation, the right to recover for past, present or future infringement, misappropriation or other violation of such Intellectual Property; and

(e) any and all corresponding rights that, now or hereafter, may be secured throughout the world.

2. Assignee's Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Intellectual Property Assignment had not been made.

3. Further Assurance.

(a) Assignor shall from time to time after the delivery of this Intellectual Property Assignment, at Assignee's reasonable request and without further consideration, execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments and assurances presented to Assignor by Assignee as reasonably necessary to more effectively consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Assignee of the Transferred Intellectual Property as contemplated under the Asset Contribution Agreement.

(b) Assignor hereby authorizes and requests the Register of Copyrights, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign country to record Assignee as the owner of any patents, registrations or applications for registrations of the Transferred Intellectual Property.

(c) Assignor shall, upon the Effective Date, deliver to Assignee copies of the following in Assignor's possession or under Assignor's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Transferred Intellectual Property, and such files, documents and tangible things constituting, comprising or relating to the assertion, enforcement, scope, validity, or enforceability of the Transferred Intellectual Property; and (ii) Assignor's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Transferred Intellectual Property throughout the world, including the names addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings.

4. Conflict with the Asset Contribution Agreement. In the event of a conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Asset Contribution Agreement, the terms and conditions of the Asset Contribution Agreement shall govern, supersede, and prevail. This Intellectual Property Assignment hereby incorporates by reference the Asset Contribution Agreement and said Asset Contribution Agreement shall be considered a part of this Intellectual Property Assignment as if fully set forth herein.

5. Representations and Warranties. Each party hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party

under the Asset Contribution Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this Intellectual Property Assignment.

6. Power of Attorney. Assignor hereby appoints Assignee, its successors and assigns, as its true and lawful attorney to act in its name and on its behalf with respect to the collection or reduction to possession of any of the Transferred Intellectual Property and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

7. Notices. Any notice, request or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 6.7 of the Asset Contribution Agreement.

8. Severability of Provisions. Any term or provision of this Intellectual Property Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. Any invalid or unenforceable provision shall be modified to the extent necessary to allow for enforceability and to give effect to the original intent of the parties to the extent possible.

9. Amendments. No amendment of any provision of this Intellectual Property Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee.

10. Counterparts. This Intellectual Property Assignment may be executed simultaneously in two counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

11. Delivery by Facsimile or PDF. This Intellectual Property Assignment and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, the other party hereto shall re-execute original forms thereof and deliver them to the other party hereto. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

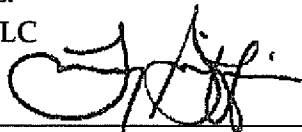
12. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment Agreement as of the date first above written.

ASSIGNEE:
TRIENT, LLC

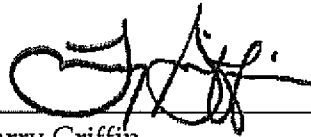
By: _____

A handwritten signature in black ink, appearing to read 'L. Griffin', written over a horizontal line.

Name: Larry Griffin

Title: President and Chief Executive Officer

ASSIGNOR: EIS LEGACY, LLC

By: 
Name: Larry Griffin
Title: President and Chief Executive Officer

Schedule A

Trademark Registrations and Applications

Mark	Serial No./ Filing Date	Registration No./ Registration Date	Current Owner of Record
TRIENT	75/299060 28-May-1997	2165804 16-Jun-1998	EIS Legacy, LLC