

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Cambridge Group, Inc.		02/08/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	The Cambridge Group, LLC		
Street Address:	200 W. Jackson Blvd., 26th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4221147	THE CAMBRIDGE GROUP	
CORRESPONDENCE DATA			
Fax Number:	3124238182		
<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:	3123777865		
Email:	tfitzgerald@stahlcowen.com		
Correspondent Name:	Timothy P Fitzgerald		
Address Line 1:	55 W. Monroe Street, Suite 1200		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Timothy P Fitzgerald		
SIGNATURE:	/Timothy P Fitzgerald/		
DATE SIGNED:	11/12/2019		
Total Attachments: 6			
source=Cambridge - Intellectual Property Assignment#page1.tif			
source=Cambridge - Intellectual Property Assignment#page2.tif			
source=Cambridge - Intellectual Property Assignment#page3.tif			
source=Cambridge - Intellectual Property Assignment#page4.tif			
source=Cambridge - Intellectual Property Assignment#page5.tif			
source=Cambridge - Intellectual Property Assignment#page6.tif			

OP \$40.00 4221147

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), dated as of February 8, 2019 (the “**Effective Date**”), is by and between The Cambridge Group, Inc., an Illinois corporation (“**Assignor**”), and The Cambridge Group, LLC, a Delaware limited liability company (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of even date herewith, pursuant to which Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain Intellectual Property Assets of Assignor, and has agreed to execute and deliver this Assignment. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and in this Assignment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in the Intellectual Property Assets included in the Purchased Assets, including the following (collectively, the “**Assigned IP**”):

a. the trademark and brand name set forth on Schedule A, and all registrations and applications for registration of such trademark, and all issuances, extensions and renewals thereof together with all common law rights associated with such trademark and the goodwill of the business connected with the use of, and symbolized by such trademark;

b. the domain registration set forth on Schedule B, together with the goodwill of the business connected with or symbolized by the domain name;

c. all rights of Assignor accruing under the Assigned IP provided by applicable law and arising from and after the Closing;

d. any and all royalties, fees, income, payments and other proceeds arising from and after the Closing with respect to the Assigned IP; and

e. any and all claims and causes of action with respect to any of the Assigned IP arising from and after the Closing, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Assignor will, promptly upon Assignee's request and for no additional consideration, execute and deliver any and all additional documents and take such actions that are reasonably necessary to further effect and perfect the transfer of rights and assumption of liabilities and obligations set forth herein.

3. Terms of the Purchase Agreement. The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The provisions contained in the Purchase Agreement shall not be superseded hereby, and none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be abrogated, enlarged, modified or altered in any way hereby. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall control.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

6. Counterparts. This Assignment may be executed in multiple 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 means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[signature page follows]

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

THE CAMBRIDGE GROUP, INC.

By: 

Name: Eric M. Rubenstein

Title: Vice President

THE CAMBRIDGE GROUP, LLC

By: _____

Name:

Title:

[Signature Page to IP Assignment]

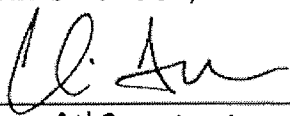
TRADEMARK
REEL: 006794 FRAME: 0244

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

THE CAMBRIDGE GROUP, INC.

By: _____
Name:
Title:

THE CAMBRIDGE GROUP, LLC

By:  _____
Name: CHRIS FOSDICK
Title: MANAGER

[Signature Page to IP Assignment]

SCHEDULE A

Trademark

THE CAMBRIDGE GROUP

SCHEDULE B

Domain Name

www.thecambridgegroup.com