

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562609

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARBRI Acquisition, Inc.		12/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACFCS, LLC		
Street Address:	5400 Laurel Springs Parkway, Suite 202		
City:	Suwanee		
State/Country:	GEORGIA		
Postal Code:	30024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4828815	ACFCS ASSOCIATION OF CERTIFIED FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	8167531536		
<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:	8167531000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Kathryn T. Allen		
Address Line 1:	900 W. 48th Place, Suite 900		
Address Line 4:	Kansas City, MISSOURI 64112		
NAME OF SUBMITTER:	Kathryn T. Allen		
SIGNATURE:	/Kathryn T. Allen/		
DATE SIGNED:	02/18/2020		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated effective as of December 31, 2019 ("the "Effective Date"), by BARBRI Acquisition, Inc., a Delaware corporation (the "Assignor"), in favor of ACFCS, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, effective as of December 31, 2019 (the "Purchase Agreement"), by and among the Assignor and the Assignee.

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in, and to execute this Assignment to enable Assignee to record the assignment of, all of the Assignor's right, title and interest in and to the trademarks set forth on Schedule 1 hereto (the "Trademark(s)"), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Trademarks throughout the world (the "Trademarks and Related Rights").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to Assignee as of the Effective Date, and Assignee hereby accepts, any and all right, title and interest of the Assignor in and to the Trademarks and Related Rights, including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. Assignee is to hold all right, title and interest in and to the Trademark(s) and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Authorization. The Assignor authorizes and requests Assignee to request the USPTO to record Assignee as assignee or transferee of the Trademark(s) and shall, promptly upon presentation to the Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and the Assignor hereby covenants that the Assignor has full right to convey its entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Assignment.

4. Entire Agreement. This Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon each party hereto and its respective successors and assigns.

6. Governing Law. The parties specifically agree that this Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of Delaware, exclusive of its conflicts of law rules.

7. Counterparts. This Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Assignment may deliver their executed counterparts by facsimile or other electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

BARBRI Acquisition, Inc.

By: _____

Name: Stephen Fredette

Title: Chairman & Chief Executive Officer

ASSIGNEE:

ACFCS, LLC

By: _____

Name: Eric Geveda

Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

BARBRI Acquisition, Inc.

By: _____

Name: Stephen Fredette

Title: Chairman & Chief Executive Officer

ASSIGNEE:

ACFCS, LLC


DocuSigned by:
By: Eric Geveda

Name: Eric Geveda

Title: Vice President

SCHEDULE 1

TRADEMARKS

Mark #	Mark	Status	Goods/Services
4828815	 ASSOCIATION OF CERTIFIED FINANCIAL CRIME SPECIALISTS	Registered	Evaluation of the skills of others in the field of interpreting laws, regulations and rules of court relating to financial crimes for the purpose of certification. FIRST USE: Jan. 2015 FIRST USE IN COMMERCE: Jan. 2015