

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM563467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KDJM Consulting Inc		02/24/2020	Corporation:
RECEIVING PARTY DATA			
Name:	The Corridor Group Holdings, LLC		
Street Address:	6405 Metcalf Avenue, Suite 108		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66202		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2403831	THE CORRIDOR GROUP	
Registration Number:	2399752	TCG	
Registration Number:	2397572	TCG	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	8132297600		
Email:	mrichter@shumaker.com		
Correspondent Name:	Mindi M. Richter		
Address Line 1:	101 E. Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	Mindi M. Richter		
SIGNATURE:	/Mindi M. Richter/		
DATE SIGNED:	02/24/2020		
Total Attachments: 4			
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AMENDED AND RESTATED TRADEMARK ASSIGNMENT

This Amended and Restated Trademark Assignment (this “**Assignment**”) is dated February 24, 2020, but effective nunc pro tunc as of March 9, 2013, by and between KDJM Consulting Inc (f/k/a The Corridor Group, Inc.), a Kansas corporation (“**Assignor**”) and The Corridor Group Holdings, LLC (f/k/a TCG Compliance Holdings, LLC), a Florida limited liability company (“**Assignee**” and together with Assignor, collectively, the “**Parties**” and each, individually a “**Party**”).

RECITALS

A. Assignor and Assignee entered into that certain Asset Purchase Agreement, dated as of December 31, 2012 (the “**Agreement**”) pursuant to which Assignee purchased certain assets of Assignor;

B. Assignor and Assignee entered into that certain Trademark Assignment effective as of December 31, 2012 (“**Prior Assignment**”) reflecting that KDJM Consulting Inc was the Assignor, but the Assignor’s name was not changed to KDJM Consulting Inc until March 8, 2013, thus the parties wish to amend and restate the Prior Assignment in its entirety to reflect that the date of the Assignment is a date after the name change of Assignor;

B. Assignor is the owner of all right, title and interest in and to the trademarks set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, “**Assigned Trademarks**”);

C. Assignor wishes to sell, assign and transfer to Assignee, and Assignee wishes to purchase and acquire from Assignor, all of Assignor’s entire right, title and interest in, to and under the Assigned Trademarks; and

D. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademarks and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of

action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademarks, (c) to any and all licenses or other similar contractual rights for the Assigned Trademarks, (d) to grant licenses or other interests in the Assigned Trademarks, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademarks, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

4. Agreement Governs. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations and indemnifications of the Assignor and Assignee set forth in the Agreement. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall govern.

5. Governing Law. This Assignment (and any claim or controversy arising out of this Assignment) shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Florida.

6. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties' successors and assigns.

7. Severability. If any provision of this Assignment or its application to any person or circumstance shall be declared invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions of this Assignment or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision shall be valid and enforceable to the maximum extent permitted by law.

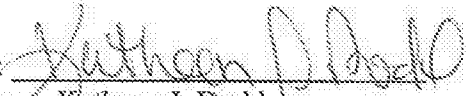
8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment intending to be legally bound as of the date first set forth above.

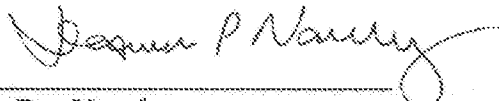
ASSIGNOR:

KDIM Consulting Inc. (f/k/a The Corridor Group, Inc.)

By: 
Name: Katheen J. Dodd
Title: CEO

ASSIGNEE:

The Corridor Group Holdings, LLC (f/k/a TCG Compliance Holdings, LLC)

By: 
Name: Des Varady
Title: Chief Executive Officer

Schedule 1

Assigned Trademarks

Trademark	Filing Date	Registration Number	Registration Date
THE CORRIDOR GROUP	08/11/99	2,403,831	11/14/00
TCG (and design)	08/11/99	2,399,752	10/31/00
TCG (and design)	08/11/99	2,397,572	10/24/00