

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM565474

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Aon Benfield Inc.		01/16/2020	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Booke Seminars, LLC		
<b>Street Address:</b>	100 North Main Street		
<b>Internal Address:</b>	Suite 2200		
<b>City:</b>	Winston-Salem		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27101		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5321032	THE COMPLETE PACKAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4043659532		
<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>			
<b>Phone:</b>	4042337000		
<b>Email:</b>	mmccaskill@mmmlaw.com		
<b>Correspondent Name:</b>	Montrell McCaskill		
<b>Address Line 1:</b>	1600 Atlanta Financial Center		
<b>Address Line 2:</b>	3343 Peachtree Road, N.E.		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30326		
<b>ATTORNEY DOCKET NUMBER:</b>	29853-133773		
<b>NAME OF SUBMITTER:</b>	Montrell McCaskill		
<b>SIGNATURE:</b>	/Montrell McCaskill/		
<b>DATE SIGNED:</b>	03/05/2020		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made and entered as of the 31<sup>st</sup> day of January, 2020, by and between Booke Seminars, LLC, a Delaware limited liability company (“Assignee”) and Aon Benfield Inc., an Illinois corporation (“Assignor”), pursuant to that certain Asset Purchase Agreement, dated as of January 16, 2020 (the “Asset Purchase Agreement”), by and among Assignor, Assignee and solely for purposes of Section 6.07, Article IV and Article XI of the Asset Purchase Agreement, Sovos Compliance, LLC, a Delaware limited liability company (“Purchaser Parent”).

**WHEREAS**, Assignor and Assignee are parties to the Asset Purchase Agreement, pursuant to which Assignor has agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee, and Assignee has agreed to purchase, accept, acquire and assume from Assignor, all of the rights, title and interests in and to the Acquired Assets and the Assumed Liabilities, free and clear of any Liens (other than Permitted Liens) in exchange for the Purchase Price, on the terms and subject to the conditions of the Asset Purchase Agreement;

**WHEREAS**, in connection with the Asset Purchase Agreement and as part of the Acquired Assets, Assignor has agreed to sell, assign, transfer, convey, set-over and deliver unto Assignee all of Assignor’s rights, title and interests in and to the trademarks and trademark applications set forth on and attached hereto as **Exhibit A** (the “Trademarks”), free and clear of any Liens (other than Permitted Liens), on the terms and subject to the conditions of the Asset Purchase Agreement; and

**WHEREAS**, Assignor and Assignee desire that the assignment of said rights in the Trademarks be made of record in the Intellectual Property Office of the United States Patent and Trademark Office, any state trademark offices, any foreign trademark offices and any other appropriate governmental or administrative offices, if and as the case may be.

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee hereby agree pursuant to the Asset Purchase Agreement as follows:

1. **Assignment**. Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers unto Assignee, all of Assignor’s right, title and interest in and to the Trademarks, along with any income, royalties, damages and payments accrued, due or payable as of the Closing or thereafter with respect to such Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of any Liens (other than Permitted Liens).

2. **Cooperation and Recordation**. Assignor hereby agrees to cooperate with Assignee, as reasonably necessary to give full effect to and perfect the rights of Assignee in the Trademarks, and Assignor agrees to execute and deliver, any and all documents and instruments and to take all such other actions as Assignee or its respective successors or assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any other documentation as may be reasonably required to effect the terms of this Agreement, including cooperating with Assignee to perfect the transfer of the Trademarks and, if reasonable and appropriate, to record the transfer of the Trademarks at the appropriate administrative agency or registry, including the Intellectual Property Office of the United States Patent and Trademark Office.

3. **Conflicting Terms.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Asset Purchase Agreement (including the representations, warranties, covenants, agreements and indemnities therein). This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall control.

4. **Miscellaneous.**

(a) Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

(b) Section 11.02 through Section 11.05 and Sections 11.07 through Section 11.19 of the Asset Purchase Agreement are incorporated herein by reference, *mutatis mutandis*.

(c) This Agreement, the Asset Purchase Agreement (including the Disclosure Schedule), the Ancillary Agreements, the Confidentiality Agreement and the other writings referred to herein or therein or delivered pursuant hereto or thereto which form a part hereof or thereof, contain the entire understanding and agreement of the parties with respect to the subject matter hereof or thereof and supersede all prior agreements relating to the consummation of the transactions contemplated hereunder or thereunder.

(d) This Agreement may be amended or modified, in whole or in part, only by a duly authorized written agreement that refers to this Agreement and is signed by each of Assignor, Assignee and Purchaser Parent. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. Except as expressly provided herein, no conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding or deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party hereto, unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 5(d).

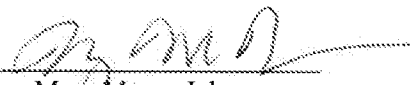
(e) All of the provisions hereof shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

*[Signatures follow on next page.]*

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

**ASSIGNOR:**

**AON BENFIELD INC.**

By:   
Name: Mary Moore Johnson  
Title: Vice President

**ASSIGNEE:**

**BOOKE SEMINARS, LLC**

By: \_\_\_\_\_  
Name: Andrew Hovancik  
Title: Chief Executive Officer

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

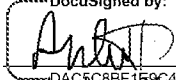
**ASSIGNOR:**

**AON BENFIELD INC.**

By: \_\_\_\_\_  
Name: Mary Moore Johnson  
Title: Vice President

**ASSIGNEE:**

**BOOKE SEMINARS, LLC**

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Andrew Hovancik  
Title: Chief Executive Officer

**Exhibit A**  
**Intellectual Property Assets**

**Trademarks**

MARK	REGISTRATION NO. / SERIAL NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
THE COMPLETE PACKAGE	5,321,032 / 87/231,579 / United States	11-09-2016 / 10-31-2017	Aon Benfield Inc.	Registered