

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cambridge Leadership Associates, LLC		04/09/2020	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	THE NOFSINGER GROUP, LLC.		
Street Address:	719 Second Ave., Suite 1406		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4763130	CAMBRIDGE LEADERSHIP ASSOCIATES	
Registration Number:	4694791	CLA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2063321380		
Email:	BHIPDocket@bakerlaw.com		
Correspondent Name:	BakerHostetler		
Address Line 1:	999 THIRD AVENUE, SUITE 3600		
Address Line 4:	SEATTLE, WASHINGTON 98104-4040		
ATTORNEY DOCKET NUMBER:	112017.000003		
NAME OF SUBMITTER:	SHANNON LUK		
SIGNATURE:	/SHANNON LUK/		
DATE SIGNED:	04/24/2020		
Total Attachments: 6			
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April 9, 2020

Via Electronic Mail

Concord Leadership Ventures LLC
c/o The Nofsinger Group, LLC.
719 Second Ave., Suite 1406
Seattle, WA 98104

Dear Concord Leadership Ventures LLC:

This letter agreement (including all exhibits attached hereto, this “**Agreement**”) sets forth the agreement between Cambridge Leadership Associates, LLC, also known as Cambridge Leadership Associates (“**Assignor**”) and you (“**Assignee**”) with respect to the Acquired Rights (as defined below).

1. Consideration. Reference is made to that certain Asset Purchase Agreement, dated as of April 9, 2020 (including all schedules and exhibits thereto such as that certain Assignment and Assumption Agreement dated as of April 9, 2020, the “**APA**”). This Agreement is made in consideration of the covenants, representations, warranties and mutual agreements set forth herein and in the APA.

2. Transfer. In consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, conveys, and quitclaims to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title, and interest of every kind and nature in and to the Transferred IP (as defined in the APA), including but not limited to the registered trademarks set forth on Exhibit A hereto and the registered copyrights set forth on Exhibit B hereto (collectively, the “**Acquired Rights**”). The Acquired Rights include without limitation any:

(a) copyrights, patents, trademarks, trade names, and service marks, together with the goodwill of the business connected with the use of, and symbolized by, such marks, whether registered or unregistered, and any exclusive licenses to the same;

(b) issuances, extensions, and renewals of any registrations and applications related thereto, whether identified in Exhibit A or Exhibit B or thereafter identified;

(c) claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and

(d) other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided at law or in equity throughout the world.

3. Further Assurances. From and after the date hereof, Assignor shall take such steps and actions, without any further compensation, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including after execution of this Agreement, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

4. General.

(a) Entire Agreement. This Agreement is ancillary to the APA, and together with the APA constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Governing Law; Venue. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

(e) Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto.

(f) Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(signature page follows)

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

CAMBRIDGE LEADERSHIP ASSOCIATES, LLC

DocuSigned by:
By: Laura Farahani
8B3FEA5B380F4A9
Name: Laura Farahani
Title: Managing Member

By: CONCORD LEADERSHIP VENTURES LLC
By: THE NOFSINGER GROUP, LLC., a Member

DocuSigned by:
By: Chrismon Nofsinger
2596C8EC15EE45A
Name: Chrismon Nofsinger
Title: CEO

By: SOUHEGAN VENTURES, LLC, a Member

DocuSigned by:
By: Maximillian Martina
7DF5A70BE67942E
Name: Maximillian Martina
Title: President

EXHIBIT A

Trademarks

Trademark	Registration No.	Issued
CAMBRIDGE LEADERSHIP ASSOCIATES	4763130	06/30/2015
CLA & Design	4694791	03/03/2015

EXHIBIT B

Copyrights

Title	Registration No.	Issued
Cambridge Leadership Associates Adaptive Leadership Instrument	TX0006485699	12/06/2006
CLA Concept Cards	VA0002065908	08/12/2016
Practice of Adaptive Leadership: Tools and Tactics for Changing Your Organization and the World	TX0007075131	10/05/2009