

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Morris Enterprises, LLC		03/01/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DME HoldCo LLC		
Street Address:	440 Davis Ct., Suite 1106		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87208422	HIPER	
Registration Number:	4712825	TEAM INSIGHTS	
CORRESPONDENCE DATA			
Fax Number:	4159848300		
<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:	4159848200		
Email:	ljewett@nixonpeabody.com		
Correspondent Name:	Marlene J. Williams		
Address Line 1:	P.O. Box 26769		
Address Line 4:	San Francisco, CALIFORNIA 94126		
NAME OF SUBMITTER:	Alexis Grilli		
SIGNATURE:	/Alexis P. Grilli/		
DATE SIGNED:	05/01/2020		
Total Attachments: 2			
source=Trademark Assignment from David Morris Enterprises LLC to DME HOLDCO LLC 4849-5739-2827 v.1#page1.tif			
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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement is made and entered into effective as of March 1, 2020 by and between David Morris Enterprises, LLC, a Delaware limited liability company with an address of 440 Davis Ct., Suite 1106, San Francisco, California, 94111 (“*Assignor*”), and DME HoldCo LLC, a Delaware limited liability company with an address of 440 Davis Ct., Suite 1106, San Francisco, California, 94111 (“*Assignee*”) with reference to the following:

A. Assignor is the owner of the following trademarks (the “*Marks*”):

1. **HIPER** for “printed training and course material in the field of executive leadership; printed material, namely, written articles, written surveys and written assessments in the field of business and government leadership and executive training and performance; a series of works of authorship, namely, books and novels featuring high performance leaders in business and government, and enabling high performance results,” in Class 16, and the application therefor with **Serial No. 87208422**;
2. **TEAM INSIGHTS** for “consulting services in the area of executive cohesion, namely, helping companies onboard new members successfully by helping the existing and new members understand one another; consulting services in the area of personnel, namely, assisting with promotion and new hire decisions; online portal in the field of organization executive performance,” in Class 35 and “application server provider services featuring software for use in consulting services in the area of organization executive performance, namely, helping executives to understand how one another make decisions and what motivates them to improve their performance, helping executives implement insights about what motivates others and how they make decisions to become a more cohesive unit and achieve greater buy-in on group decisions, advice on integrating new groups after an acquisition occurs, and benchmarking executives against other high-performing executives in other companies,” in Class 42, and the registration therefor with **Reg. No. 4712825**.

B. Assignee desires to acquire all right, title and interest in and to the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged Assignor does hereby sell, assign, transfer and set over to Assignee all its right, title and interest in, to and under the Marks and applications or registrations therefor, together with the goodwill of the business symbolized by the Marks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as set forth below.

DAVID MORRIS ENTERPRISES, LLC



By: _____
Name: David Morris
Title: Sole Member & Manager

DME HOLDCO LLC



By: _____
Name: David Morris
Title: Sole Member & Manager