

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM575231

<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>
CMMI INSTITUTE, LLC		02/14/2020	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Information Systems Audit and Control Association, Inc.		
<b>Street Address:</b>	1700 East Golf Road		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60173		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2594896	CMMI	
<b>Registration Number:</b>	2656288	CMMI	
<b>Registration Number:</b>	2086863	CMM	
<b>Registration Number:</b>	2193783	CAPABILITY MATURITY MODEL	
<b>Registration Number:</b>	5124726	DMM	
<b>Registration Number:</b>	5617751		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124568435		
<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>	312.456.8400		
<b>Email:</b>	chiipmail@gtlaw.com		
<b>Correspondent Name:</b>	Barry Horwitz, Greenberg Traurig, LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	135706.010300		
<b>NAME OF SUBMITTER:</b>	Barry Horwitz		

CH \$165.00 2594896

<b>SIGNATURE:</b>	/Barry Horwitz/
<b>DATE SIGNED:</b>	05/07/2020
<b>Total Attachments: 12</b> source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page1.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page2.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page3.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page4.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page5.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page6.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page7.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page8.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page9.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page10.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page11.tif source=CMMI Trademark Assignment to ISACA and License Back - Redacted for Filing#page12.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND LICENSE AGREEMENT (“Agreement”), is being entered into by and between CMMI INSTITUTE, LLC, a limited liability company organized under the laws of the State of Pennsylvania, having a business address at 11 Stanwix Street, Suite 1150, Pittsburgh, Pennsylvania 15222 (“CMMI”), and INFORMATION SYSTEMS AUDIT AND CONTROL ASSOCIATION, INC., a corporation organized under the laws of the state of California, having a business address at 1700 East Golf Rd., Suite #400, Schaumburg, Illinois 60173 (“ISACA”) and is effective as of January 1, 2020 (the “Effective Date”).

WHEREAS, pursuant to an Unit Purchase Agreement dated March 1, 2016 (the “Acquisition Date”) between ISACA Enterprises, Inc., Carnegie Innovations, LLC and Clearmodel, LLC (previous name of CMMI), ISACA acquired CMMI and all of its assets through an intermediary holding corporation, ISACA Enterprises, Inc. (“ISACA Enterprises;

WHEREAS on October 15, 2019 ISACA Enterprises merged into CMMI resulting in ISACA being the sole Member and Manager of CMMI;

WHEREAS, as part of ISACA’s earlier acquisition of CMMI, CMMI desires to assign and transfer over to ISACA, and its successors and assigns, CMMI’s entire right, title, and interest in and to all of CMMI’s Intellectual Property (as defined below);

WHEREAS, in exchange for the assignment of the Intellectual Property, ISACA has agreed to grant CMMI a fully-paid, perpetual, worldwide, non-exclusive, royalty-free, non-assignable right and license to use the Intellectual Property for certain purposes as set forth in this Agreement; and

WHEREAS, in order to effectuate CMMI’s assignment to ISACA of its entire right, title and interests in and to the Intellectual Property, and to further effectuate ISACA’s license of the Intellectual Property back to CMMI, CMMI and ISACA are executing this instrument of assignment and license.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Assignment.

1.1. **Transfer of Rights.** CMMI hereby assigns, transfers and conveys to ISACA, CMMI’s entire worldwide right, title and interest in and to the Intellectual Property. For the purposes of this Agreement, “Intellectual Property” means all intellectual property rights created, developed, obtained, held, or under the control of CMMI on the Effective Date and thereafter, including, but not limited to, , (a) the patent applications listed in Exhibit A hereto (the “Patent Applications”); (b) the registered and common law trademarks listed in Exhibit B hereto together with the goodwill of the business symbolized thereby (the “Trademarks”); (c) the unregistered copyright rights to the various copyrighted works listed in Exhibit C hereto (the “Copyrighted Works”); (d) the domain names listed in Exhibit D hereto (the “Domain Names”); and (e) the social media accounts listed in Exhibit E hereto (the “Social Media Accounts”) as well as any other trademark, copyright, patent, trade secret, domain names, social media or online accounts, or other intellectual property created, developed, obtained, held or controlled by CMMI at any time, including after the Effective Date of this Agreement. The Intellectual Property also includes all registered or common law rights associated with each of the foregoing, as well as any and all goodwill of the business symbolized by each of same and any and all know-how, trade secrets, technology, materials and other information, including processes, procedures, instructions,

formulas, techniques, algorithms, routines, architectures, designs, design rules, specifications, knowledge, inventions (whether or not patented or patentable), data, databases, test methodologies, associated documentation, libraries and development tools and software, each in any form and embodied in any media, however documented and whether or not embodied in any tangible form.

**1.2. Right to Police and Enforce.** Together with CMMI's worldwide right, title and interest in and to all of the Intellectual Property, as well as the goodwill of the business symbolized thereby, and any and all registered or common law rights associated therewith, all of which are herewith being assigned to ISACA, CMMI hereby further assigns to ISACA the rights to police, monitor and enforce the Intellectual Property against any and all past infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Agreement, together with any and all further privileges in the United States and throughout the world to use, own and/or enforce the Intellectual Property in the future. Further, since the Patent Applications which CMMI is assigning to ISACA through this Agreement may issue as a patent, CMMI hereby further assigns to ISACA the rights to police, monitor and enforce any infringement of any patent rights arising from the Patent Applications.

**1.3. Right to Register.** Together with CMMI's worldwide right, title and interest in and to all of the Intellectual Property, as well as the goodwill of the business symbolized thereby, and any and all registered or common law rights associated therewith, all of which are herewith being assigned to ISACA, CMMI hereby further assigns to ISACA the right to apply for, file, prosecute, register, maintain, extend and renew, in any appropriate patent, trademark or copyright office in any and all countries around the world, any rights associated with any of the Patent Applications, the Trademarks and/or the Copyrighted Works.

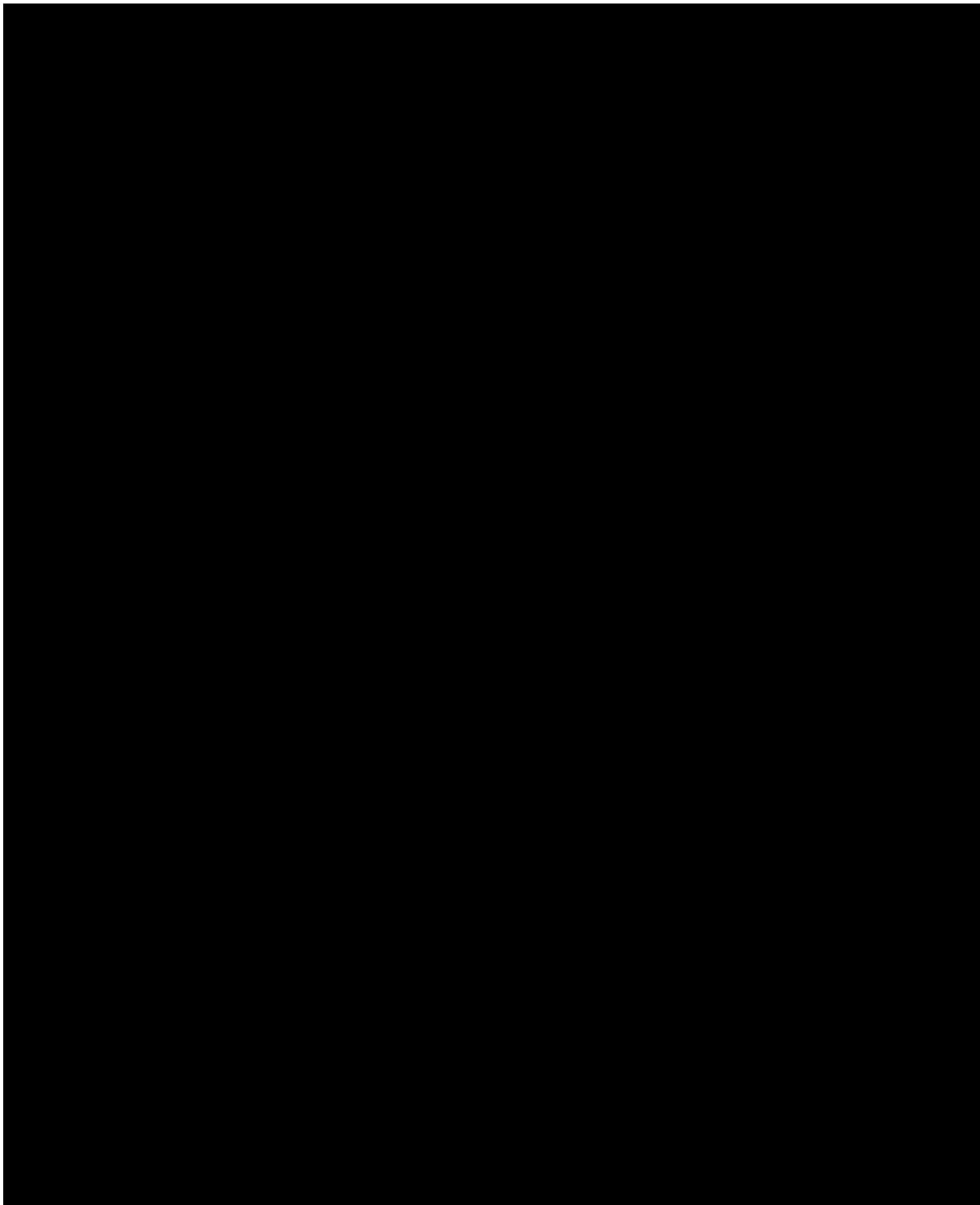
**1.4. Assignment of and Right to Obtain Documentation.** CMMI hereby acknowledges and agrees that, as part of the above assignment of rights to ISACA, ISACA may have a need to obtain, or to obtain copies of, certain documentation. For example, in the context of the Patent Applications, ISACA may need prosecution file histories, invention disclosures and the like, whereas for the Trademarks, ISACA may need prosecution file histories and/or correspondence with foreign agents. Accordingly, in addition to the foregoing assignments, CMMI hereby further assigns the rights to any such documentation over to ISACA, and CMMI further acknowledges and agrees that it will comply with any request by ISACA to obtain any documentation relating to any of the above transferred intellectual property rights, as necessary to carry out the purposes of this Agreement.

**1.5 Warranty of Ownership.** CMMI hereby covenants and warrants that, with respect to the Intellectual Property CMMI owns all right, title and interest in and to the Intellectual Property, as well as to any goodwill and registration(s) associated with same, and that CMMI has the full right to convey all of same by this instrument, free of any encumbrances. CMMI further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

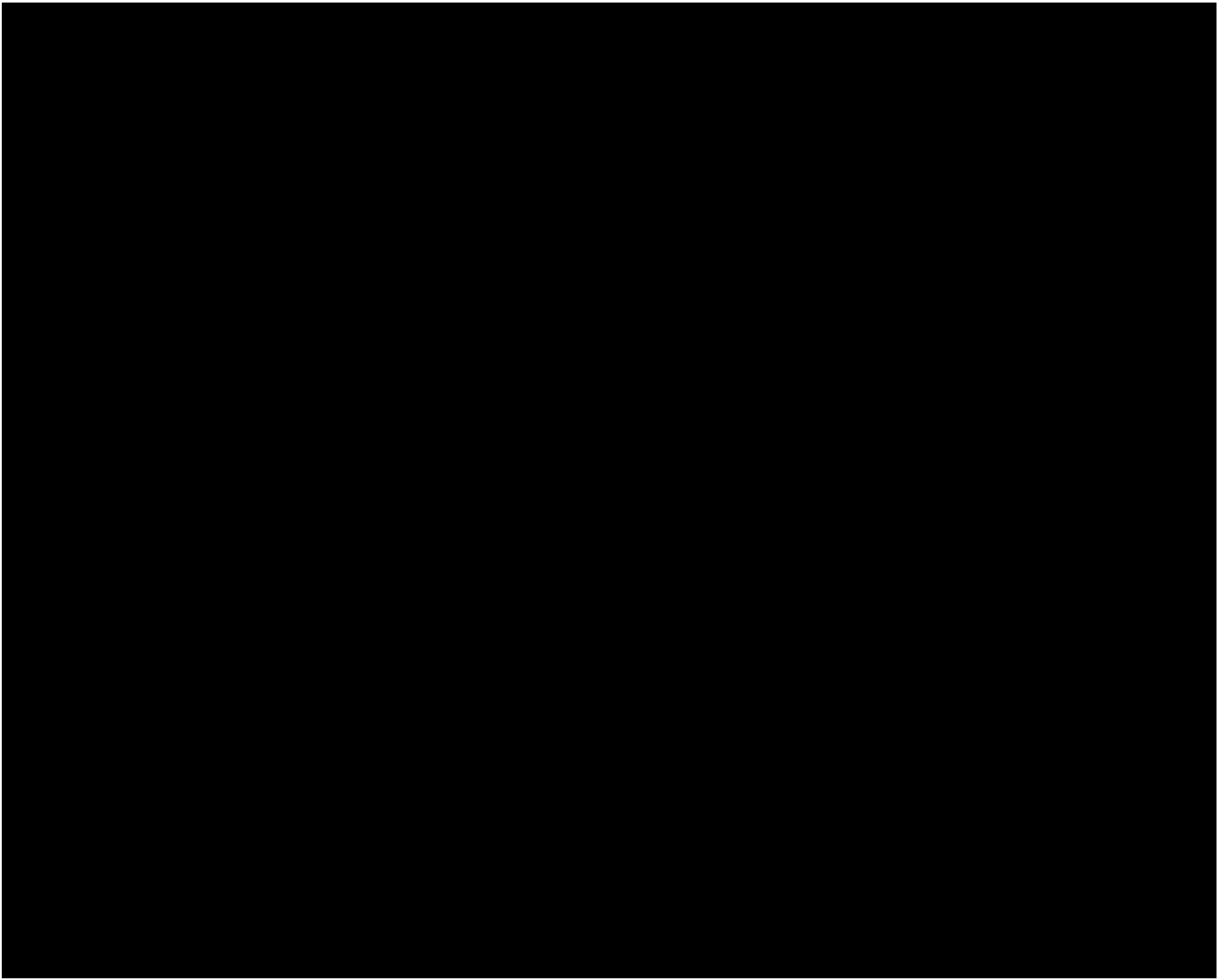
**1.6. Perfecting Transfer.** CMMI agrees to perform all affirmative acts which may be necessary or desirable to perfect the above-described transfer of rights, at ISACA's expense, as well as to cooperate with ISACA in obtaining and/or providing information required in any proceedings relating to the Intellectual Property and the Trade Secrets and Know-How, as well as to any goodwill and registration(s) associated with same, again at ISACA's expense.

**1.7. Authority to Record Assignment.** CMMI hereby grants to the designated attorneys of ISACA, the authority and power to insert on this instrument, any further identification which

may be necessary or desirable for purposes of recordation by any patent office, trademark office and/or copyright office throughout the world.



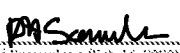




IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

**CMMI:**

**CMMI INSTITUTE, LLC**

By:   
David Samuelson (Feb 14, 2020)

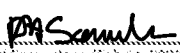
Name: David Samuelson

Title: CEO

Date: Feb 14, 2020

**ISACA:**

**INFORMATION SYSTEMS AUDIT AND CONTROL ASSOCIATION, INC.**

By:   
David Samuelson (Feb 14, 2020)

Name: David Samuelson

Title: CEO

Date: Feb 14, 2020



**Exhibit A – Patents & Patent Applications**





## Exhibit B – Trademarks

### U.S. Federal Registrations

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Int'l Class(es)</b>
CMMI	2594896	July 16, 2002	16, 42
	2656288	December 3, 2002	16, 42
CMM	2086863	August 12, 1997	42
CAPABILITY MATURITY MODEL	2193783	October 6, 1998	16, 42
DMM	5124726	January 17, 2017	35
	5617751	November 27, 2018	9, 35, 41, 42

### Mexico Registrations and Applications






<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Int'l Class</b>
CMMI	1807948	October 12, 2017	42
CMMI	1726061	February 23, 2017	16
CMMI	1730736	March 10, 2017	9
CMMI	Appl. No. 1892006	Filing Date: May 17, 2017	9

### European Union Registrations

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Int'l Classes</b>
CMMI	015898232	February 21, 2017	9, 16, 35, 41, 42

### China Registrations and Applications

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Int'l Class(es)</b>
CAPABILITY MATURITY MODEL	31697877	April 7, 2019	42

CAPABILITY MATURITY MODEL	17972806	November 7, 2016	35
CAPABILITY MATURITY MODEL	17972333	November 7, 2016	16
CAPABILITY MATURITY MODEL	17972333	November 7, 2016	9
CAPABILITY MATURITY MODEL	Appl. No. 31697970	Filing Date: June 19, 2018	42
	17972335	November 7, 2016	42
	17972340	November 7, 2016	35
	17972337	November 7, 2016	16
	17972342	November 7, 2016	16
CMMI	17972339	November 7, 2016	42
CMMI	17972336	November 7, 2016	35
CMMI	17972341	November 7, 2016	16
CMMI	17972338	November 7, 2016	9
DMM	31681467 31681467A	April 14, 2019	9, 35
DMM	17972804	November 7, 2016	42
DMM	17972805	September 14, 2017	16
	19179577	April 7, 2017	42

	19179579	April 7, 2017	16
	19179580	April 7, 2017	9
	26784056	November 7, 2019	35
	Application No. 26784056A	Pending	35

Unregistered Marks and/or Trade Names

CMMI DEVELOPMENT

CMMI SERVICES

CMMI SUPPLIER MANAGEMENT

CMMI CYBERMATURITY PLATFORM

Exhibit C – Copyrights

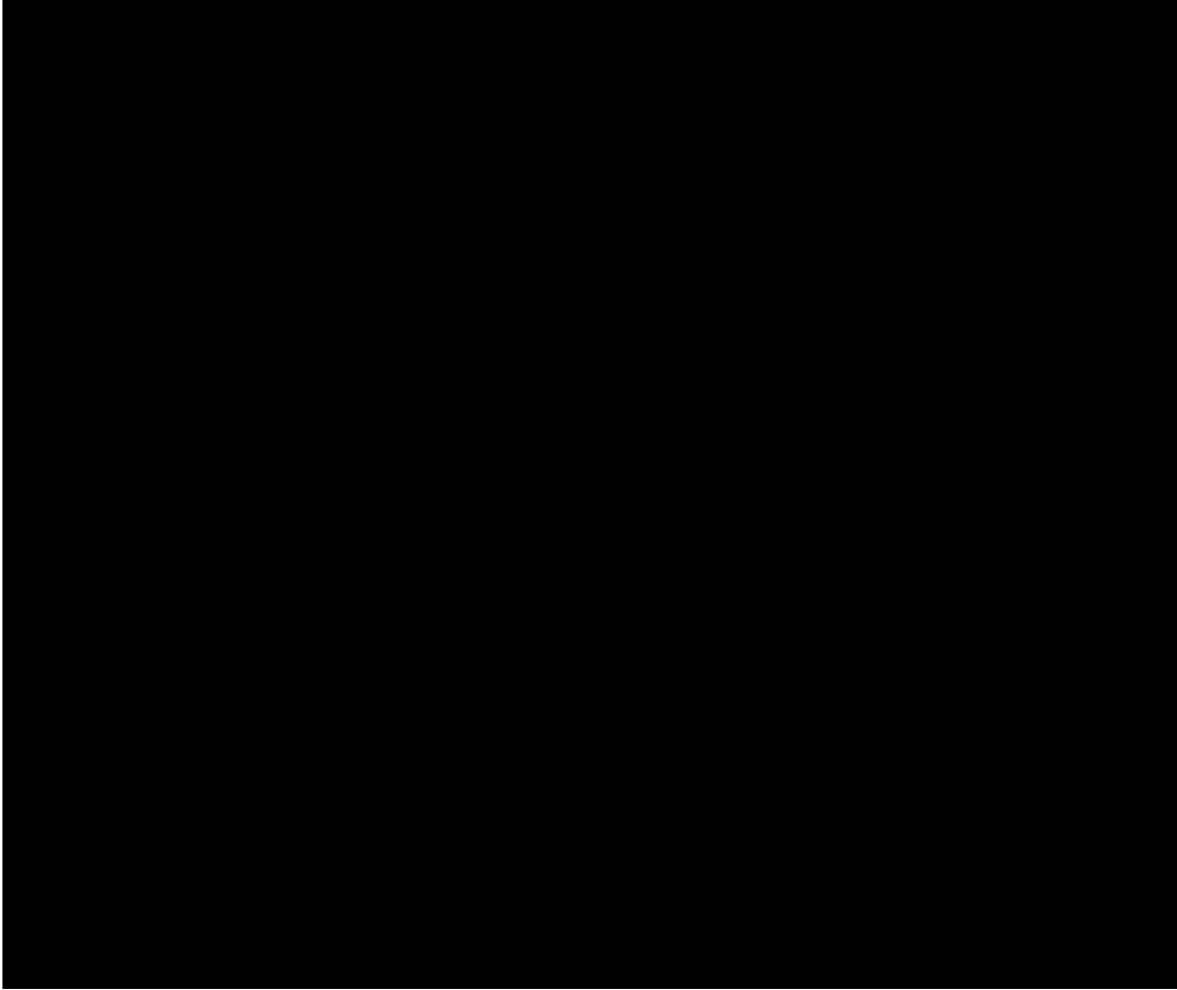
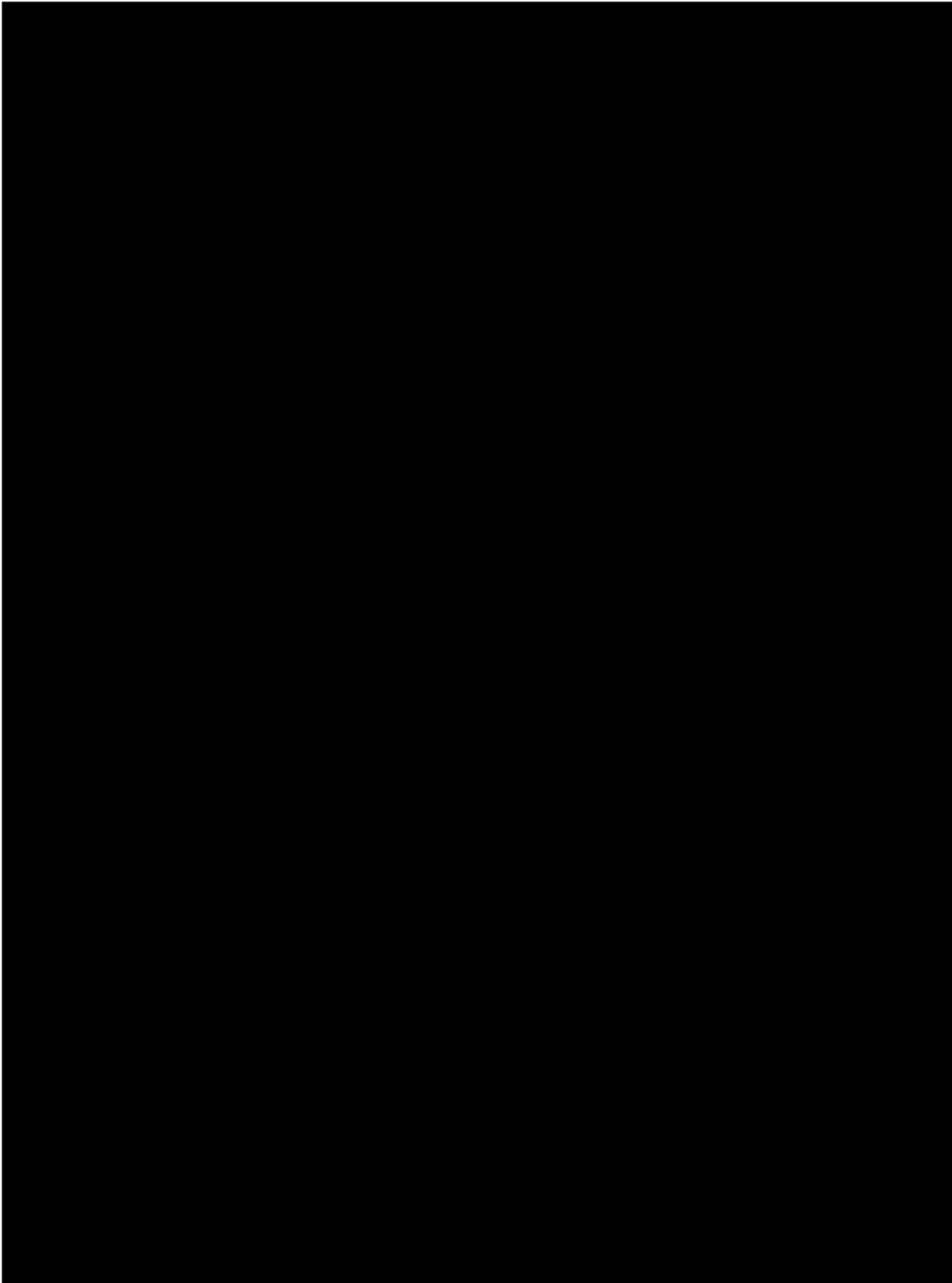


Exhibit D – Domain Names



**Exhibit E – Social Media Accounts**

