

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The American Institute of Architects		10/30/2020	Not-For-Profit Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	ACD Operations, LLC		
Street Address:	Four Embarcadero Center, Suite 2100		
Internal Address:	c/o True Wind Capital Management, L.P.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5737062	A101	
Registration Number:	5742544	A201	
Serial Number:	90184633	A305	
Registration Number:	5742543	A401	
Registration Number:	4700909	ACD 5	
Registration Number:	5742545	G702	
Registration Number:	5737063	G703	
Serial Number:	90099575	G704	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		

CH \$215.00 5737062

ATTORNEY DOCKET NUMBER:	93964-00002
NAME OF SUBMITTER:	Stephanie Kann
SIGNATURE:	/stephanie kann/
DATE SIGNED:	11/02/2020

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of October 30, 2020 (the "Effective Date") by and between The American Institute of Architects, a New York not-for-profit corporation having a principal place of business at 1735 New York Avenue N.W., Washington, D.C. 20006 ("Assignor") and ACD Operations, LLC, a Delaware limited liability company ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignor and ACD Parent, LLC, a Delaware limited liability company ("Buyer") have entered into that certain Asset Sale and Exchange Agreement, dated as of October 30, 2020 (the "Purchase Agreement");

WHEREAS, contemporaneously with the Closing, Buyer will become the owner of certain assets belonging to the Assignor pursuant to that Purchase Agreement; and

WHEREAS, in connection with the Purchase Agreement, the Parties and Buyer desire that, on Buyer's behalf, Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the registered trademarks set forth on Schedule A attached hereto (including all common law rights and applications and registrations for the foregoing, and the right to claim priority to the same and all renewals thereof), together with all goodwill of the business associated therewith and symbolized thereby (the "Assigned Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, and Assignor wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meaning assigned to them in the Purchase Agreement.

2. Transfer of Assigned Trademarks. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept all of Assignor's right, title and interest in and to:

(a) the Assigned Trademarks, together with the goodwill associated therewith, and all issuances, extensions, renewals, reissues, reexaminations, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations thereof;

(b) all rights to royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Trademarks;

(c) all related rights of priority and protection of interests of any of the foregoing; and

(d) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned Trademarks, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned Trademarks, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall execute and deliver such further documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned Trademarks in Assignee, its successors and assigns in accordance with the foregoing.

4. Moral Rights. Any assignment of copyright under this Assignment includes all rights of paternity, attribution, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as droit moral or "moral rights" (collectively, "Moral Rights"). To the extent Moral Rights cannot be transferred or assigned under applicable law and to the extent allowed by applicable law, Assignor hereby waives all Moral Rights with respect to all copyrights and copyrightable works included in the Assigned Trademark Rights, and all uses thereof, and consents to any action of Assignee that would violate such Moral Rights in the absence of such waiver or consent.

5. Entire Agreement. This Assignment, and the Purchase Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof (or of any other jurisdiction).

8. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts (any one of which may be by any digital imaging device (e.g., .pdf format)) have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

9. Severability. If any term, provision, covenant, or restriction of this Assignment is held by a court of competent jurisdiction or other governmental body to be invalid, void, or unenforceable, the remainder of the terms, provisions, covenants, and restrictions of this Assignment will remain in full force and effect and will in no way be affected, impaired, or invalidated so long as the economic or legal substance of the transactions contemplated hereby is

not affected in any manner materially adverse to either party. Upon such a determination, the parties will negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

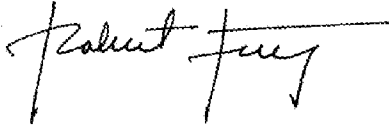
10. Amendment, Waiver, and Termination. This Assignment cannot be amended, waived, or terminated except by a writing signed by the parties hereto and that identifies itself as an amendment to this Assignment.

11. Headings; Irrevocability; Effectiveness. The section headings and captions contained herein are for convenience of reference only and will not control or affect the meaning or construction of any provision hereof. This Assignment is irrevocable and effective upon Assignor's signature to and delivery of a manually signed copy of this Assignment or facsimile or email transmission of the signature to this Assignment in connection with the Closing.

12. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned Trademarks. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

**THE AMERICAN INSTITUTE OF
ARCHITECTS**

By: 

Name: Robert Ivy, FAIA
Title: EVP/Chief Executive Officer

ACD OPERATIONS, LLC


By: _____
Name: Aaron N. Matto
Title: Vice President

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized respective officers as of the date first written above.

**THE AMERICAN INSTITUTE OF
ARCHITECTS**

By: _____
Name: Robert Ivy, FAIA
Title: EVP/Chief Executive Officer

ACD OPERATIONS, LLC


By: _____
Name: Aaron N. Matto
Title: Vice President

SCHEDULE A

Assigned Trademarks

Trademark	Country	Status	Reg No.
A101	United States of America	Registered	5737062
A201	United States of America	Registered	5742544
A305	United States of America	Pending	A secondary meaning trademark registration application for A305 is pending with the USPTO; US Application S.N. 90184633
A401	United States of America	Registered	5742543
ACD 5	United States of America	Registered	4700909
G702	United States of America	Registered	5742545
G703	United States of America	Registered	5737063
G704	United States of America	Pending	A secondary meaning trademark registration application for G704 is pending with the USPTO; Application S.N. 90099575