

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM610455

<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>
SPAR Trademarks, Inc.		11/20/2020	Corporation: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPAR Infotech, Inc.		
<b>Street Address:</b>	333 Westchester Ave., South Building, Suite 203		
<b>City:</b>	White Plains		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10604		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1597275	SPAR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124843990		
<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>	2124843900		
<b>Email:</b>	Natasha.Sardesai-Grant@arentfox.com		
<b>Correspondent Name:</b>	ARENT FOX LLP		
<b>Address Line 1:</b>	1301 AVENUE OF THE AMERICAS, FLOOR 42		
<b>Address Line 2:</b>	Richard LaCava		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	036909.00000		
<b>NAME OF SUBMITTER:</b>	Richard LaCava		
<b>SIGNATURE:</b>	/Richard LaCava/		
<b>DATE SIGNED:</b>	11/23/2020		
<b>Total Attachments: 4</b>			
source=SPAR Trademarks, Inc. to SPAR InfoTech, Inc. 1597275#page1.tif			
source=SPAR Trademarks, Inc. to SPAR InfoTech, Inc. 1597275#page2.tif			
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1 **TRADEMARK ASSIGNMENT**

2 This Trademark Assignment (together with the terms, provisions and conditions of the SGRP  
3 Trademark Agreement incorporated herein by reference, this "Assignment") is made effective as of the  
4 date last signed below ("Effective Date"), by and between SPAR Trademarks, Inc. ("STI"), a  
5 corporation organized and existing under the laws of Nevada, and having a usual place of business at  
6 333 Westchester Avenue, South Building, Suite 104, White Plains, New York 10604 ("Assignor") and  
7 SPAR Infotech, Inc., a corporation organized in 1997 and existing under the laws of the State of  
8 Nevada, and having a usual place of business at 333 Westchester Avenue, South Building, Suite 203  
9 White Plains, New York 10604 ("Assignee").

10 WHEREAS, Assignor holds all right, title and interest in and to the trademark as set forth in U.S.  
11 Trademark Registration No. 1597275 for the stylized SPARLINE trademark as depicted herein:



12  
13 ("SPARLINE Stylized Mark").

14 WHEREAS, in July 1999, various SPAR Companies merged into and/or became subsidiaries of  
15 PIA Merchandising Services, Inc. ("PIA"), and in connection with the merger (i) PIA changed its name  
16 to SPAR Group Inc. ("SGRP"), (ii) STI became a subsidiary of SGRP, (iii) all of the "SPAR"  
17 trademarks were transferred, sold and conveyed to STI, except with respect to certain rights relating to  
18 trademarks for SPARTRAC and SPARLINE, which were transferred to SPAR Infotech, Inc.  
19 ("Infotech"), and (iv) STI and Infotech entered into a Trademark License Agreement dated as of July 8,  
20 1999 ("SGRP Trademark Agreement") pursuant to which Infotech received a perpetual license to use the  
21 trademark "SPAR" and its derivatives subject to certain restrictions:

22 WHEREAS, at the time of such merger the SPARLINE Stylized Mark was inadvertently  
23 assigned to STI instead of Infotech, and Infotech's owner, Robert G. Brown, has requested that it now be  
24 assigned by STI to his other company, the Assignee;

25 WHEREAS, subject to the terms, provisions and conditions contained in this Assignment and the  
26 Trademark License Agreement (insofar as STI's mark "SPAR" is embedded in the SPARLINE Stylized  
27 Mark, which terms and conditions are incorporated herein, Assignor now wishes to assign the  
28 SPARLINE Stylized Mark to Assignee, and Assignee is desirous of acquiring the SPARLINE Stylized  
29 Mark from Assignor on the terms, provisions and conditions contained in this Assignment and the SGRP  
30 Trademark Agreement;

31 WHEREAS, Assignor is conveying the SPARLINE Stylized Mark to Assignee in an "as is"  
32 condition and on a "where is" basis, without any representation or warranty of any kind or nature,  
33 express or implied, of which Assignee acknowledges and agrees: and

34 WHEREAS, STI and SGRP reserve all right, title and interest in and to "SPAR", its derivatives  
35 and all related trademarks thereto, including all right, title and interest retained under the SGRP  
36 Trademark Agreement.

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37 NOW, THEREFORE, in consideration of the premises set forth above and in the SGRP  
38 Trademark License, and for other good and valuable consideration, the receipt and sufficiency of which  
39 are hereby acknowledged:

40 1. Assignor and Assignee acknowledge and agree that the foregoing recitals are incorporated by  
41 this reference as though fully set forth herein.

42 2. Subject to Paragraph 3 and 4 herein, Assignor assigns, conveys and transfers unto Assignee  
43 and its successors, assigns and legal representatives, Assignor's right, title and interest in and to the  
44 SPARLINE Stylized Mark.

45 3. By accepting this Assignment, the Assignee agrees with Assignor that: (a) the terms,  
46 provisions and conditions of the SGRP Trademark Agreement are hereby incorporated herein by  
47 reference; (b) the Agreement shall govern and control this Assignment as if this Assignment were the  
48 Agreement referenced therein; (c) Assignor is conveying the SPARLINE Stylized Mark to Assignee in  
49 an "as is" condition and on a "where is" basis, without any representation or warranty of any kind or  
50 nature, express or implied; and (d) STI and SGRP each reserve all right, title and interest in and to  
51 "SPAR", its derivatives and all related trademarks thereto, including (without limitation) all right, title  
52 and interest retained under the SGRP Trademark Agreement.

53 4. Assignee acknowledges and agrees that this assignment is subject to the written approval of  
54 SGRP's Audit Committee as a related party transaction to the extent required by law. Only upon such  
55 approval, as necessary, shall this assignment of the SPARLINE Stylized Mark take effect. Upon the  
56 written approval by SGRP's Audit Committee, the date of assignment shall be the Effective Date as  
57 defined herein in this Assignment.

58 5. Assignee acknowledges and agrees that any and all renewals, or other actions required to  
59 maintain the registration of the SPARLINE Stylized Mark shall be the sole responsibility and at the sole  
60 expense of Assignee.

61 6. Assignee and Assignor also agree that multiple copies of this Assignment (or the signature  
62 pages hereto) may be executed and delivered electronically, each of which shall be deemed an original,  
63 and each of which shall be valid and binding upon Assignee and Assignor.

64 7. This Assignment (including the terms, provisions and conditions of the SGRP Trademark  
65 Agreement incorporated herein by reference) contains the entire agreement and understanding of  
66 Assignee and Assignor and supersedes and completely replaces all prior and other representations,  
67 warranties, promises, assurances and other agreements, understandings and information with respect to  
68 the matters contained in (or incorporated by reference into) this Assignment .

69 *[Remainder of page intentionally left blank]*  
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SPARLINE Trademark Assignment



3       **In Witness Whereof**, and in consideration of the provisions set forth in this Agreement and  
4 other good and valuable consideration (the receipt and adequacy of which is hereby acknowledged by  
5 each of them), Assignor and Assignee have executed and delivered this Assignment Agreement through  
6 their duly authorized signatories on the dates indicated below and intend to be legally bound by this  
7 Agreement as of the date of execution below or the date approved by SGRP's Audit Committee,  
8 whichever occurs last.

9  
10  
11  
ASSIGNEE: SPAR Infotech, Inc.

By:

  
Signature

Name:

Robert G. Brown

Title:

President

Date:

November \_\_, 2020

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