

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VSA Partners, Inc.		09/01/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	VSA AcquisitionCo, LLC		
Street Address:	777 3rd Ave, Fl 25		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88283929	MOMENTS OF IMPACT	
Serial Number:	87250250	PROMISE TO PERFORMANCE	
Serial Number:	77135934	VSA	
Serial Number:	77135820	VSA PARTNERS, INC.	
CORRESPONDENCE DATA			
Fax Number:	6152483010		
<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:	(615) 252-3552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	01/12/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective as of September 1, 2020 ("Effective Date"), by and between VSA PARTNERS, INC., an Illinois corporation ("Assignor") and VSA ACQUISITIONCO, LLC, a Delaware limited liability company ("Assignee"), is entered into pursuant to that certain Partial Strict Foreclosure Agreement dated as of the date hereof between Assignor, Assignee, and VSA Partners Holdings, LLC, a Delaware limited liability company (the "Foreclosure Agreement"). Assignor and Assignee are sometimes individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of the trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized thereby, described in the Foreclosure Agreement, whether or not such are registered with any Governmental Authorities and applicable registrars, and all registrations, applications for registration, renewals, extensions and reversions of any of the foregoing, including the registrations set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof ("Trademarks");

WHEREAS, pursuant to the Foreclosure Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain Intellectual Property Assets of Assignor, including the Trademarks, and has agreed to execute and deliver this Assignment, which may be recorded with the United States Patent and Trademark Office and any corresponding Governmental Authority and registrar in any applicable jurisdictions. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Foreclosure Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth hereinafter and in the Foreclosure Agreement, the sufficiency of which is acknowledged, Assignee and Assignor, intending to be legally bound, hereby agree as follows:

1. On the terms and subject to the conditions set forth in the Foreclosure Agreement, Assignor hereby irrevocably assigns, transfers and conveys to Assignee, and Assignee hereby accepts, the following:

- (a) Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, throughout the world, and all applications for registration, registrations, and extensions or renewals therefor; provided that, with respect to the United States intent-to-use trademark application set forth on Schedule 1, the transfer of such application accompanies, pursuant to the Foreclosure Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, if that business is ongoing and existing;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the Trademarks provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the Trademarks, 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, dilution, misappropriation, misuse, breach, default or other violation thereof, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. In the event any of the Trademarks are subject to registration, Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of any corresponding Governmental Authority and registrar in any applicable jurisdictions to record and register this Assignment upon request by and at the sole cost of Assignee. Following the Effective Date, Assignor shall provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Nothing contained in this Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Foreclosure Agreement, or any instrument or document delivered by the parties hereto pursuant to the Foreclosure Agreement. This Assignment is not intended to broaden, limit, terminate or otherwise alter any obligations, covenants, agreements, representations or warranties set forth in the Foreclosure Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Foreclosure Agreement, the terms of the Foreclosure Agreement shall be governing and controlling. Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the parties. The terms of the Foreclosure Agreement, including, but not limited to, (i) the Parties' representations, warranties, covenants, agreements and indemnities relating to the Assets, and (ii) matters of applicable law, venue, dispute resolution, and all other general provisions, are incorporated herein by this reference.

4. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any counterpart or other signature hereupon delivered by email or other electronic transmission device shall be deemed for all purposes as constituting good and valid execution and delivery of this Assignment by such party.

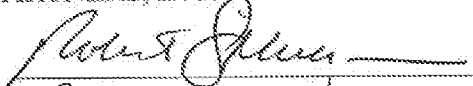
5. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Assignment or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Illinois in each case located in the city of Chicago and county of Cook, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

Signature page follows

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:

VSA PARTNERS, INC.

By: 
Name: ROBERT SWENSON
Title: CEO & SECRETARY

ASSIGNEE:

VSA ACQUISITIONCO, LLC

By: _____
Name: Andrew Hobson
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the day and year first above written.

ASSIGNOR:

VSA PARTNERS, INC.

By: _____
Name: _____
Title: _____

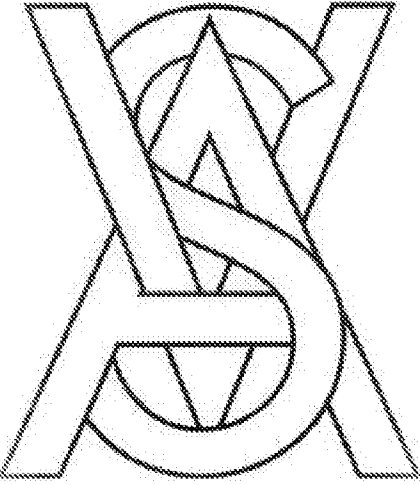
ASSIGNEE:

VSA ACQUISITIONCO, LLC

By:  _____
Name: Andrew Hobson
Title: Authorized Signatory

Schedule 1

Active Registered Trademarks

Word/Design Mark	Serial Number	Country	Filing Date	Reg No	Reg Date	Status
Moments of Impact	88283929	USA	1/31/2019			Live
Promise to Performance	87250250	USA	11/29/2016	5514598	7/10/2018	Live
	77135934	USA	3/20/2007	3397418	3/18/2008	Live
VSA PARTNERS, INC.	77135820	USA	3/20/2007	3397417	3/18/2008	Live

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