

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM626028

<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>
Simplify Compliance, LLC		01/27/2021	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pinson & Tang LLC		
<b>Street Address:</b>	5127 Jackson Street		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77004		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88607193	CDI POCKET GUIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132286605		
<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>	713-228-6601		
<b>Email:</b>	asullivan@blankrome.com		
<b>Correspondent Name:</b>	Blank Rome LLP		
<b>Address Line 1:</b>	717 Texas Avenue, Suite 1400		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	1269-0006US		
<b>NAME OF SUBMITTER:</b>	Munira Jesani		
<b>SIGNATURE:</b>	/Munira Jesani/		
<b>DATE SIGNED:</b>	02/12/2021		
<b>Total Attachments: 4</b>			
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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of January 27, 2021, is made by Simplify Compliance, LLC, a Tennessee limited liability company, located at 100 Winners Circle, Brentwood, Tennessee 37027 (“**Assignor**”), in favor of Pinson & Tang LLC, a Texas limited liability company, located at 5127 Jackson Street, Houston, Texas 77004 (“**Assignee**”).

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, its successors, and assigns, all of Assignor's right, title, and interest in and to the following:

(a) the trademark application set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademark**”), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Assignor accruing under any of the Assigned Trademark 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 the Assigned Trademark; and

(d) any and all claims and causes of action with respect to the Assigned Trademark, 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, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Nothing herein should be construed as a release of any other claims or defenses Assignor has or may have or assert against Assignee, including those claims arising out of or related to the civil action styled *Pinson and Tang LLC v. Simplify Compliance, LLC*, Civil Action No. 4:20-cv-3519 in the Southern District of Texas.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as

may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Dismissal of Opposition. Within 7 days of execution of this Trademark Assignment, the parties will jointly dismiss Opposition No. 91263563 pending in front of the Trademark Trial and Appeal Board (“the Opposition”), with prejudice. Subject to Assignor’s obligations herein, Assignee releases the claims related to U.S. Trademark Application No. 88/607,193 asserted in the Opposition. Nothing herein should be construed as a release of any other claims Assignee has or may have against Assignor, including those claims arising out of or related to the civil action styled *Pinson and Tang LLC v. Simplify Compliance, LLC*, Civil Action No. 4:20-cv-3519 in the Southern District of Texas.

4. No Admission. This Trademark Assignment does not operate as an admission of guilt or wrongdoing by either party.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

7. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

SIMPLIFY COMPLIANCE, LLC

By 

Name: Brad Forrister

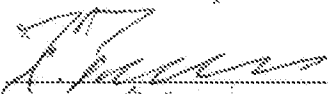
Title: VP Legal

Address for Notices:

100 Winners Circle  
Brentwood, TN 37027

AGREED TO AND ACCEPTED:

PINSON & TANG LLC

By 

Name: Richard D. Pinson

Title: Partner

Address for Notices:

5127 Jackson Street  
Houston, TX 77004

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Application Serial Number</b>	<b>Filing Date</b>
CDI POCKET GUIDE	US	88607193	09/06/2019

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