

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOBSONS, INC.		03/02/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	STARFISH RETENTION SOLUTIONS, INC.		
Street Address:	3033 Wilson Boulevard, Suite 500		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3551457	STARFISH	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	45576-1		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	03/24/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the “Trademark Assignment”) is made and entered into as of March 2, 2021 (the “Effective Date”) by and between:

HOBSONS, INC., a corporation organized and existing under the laws of the State of Delaware having its address at 50 E-Business Way, Suite 300, Cincinnati, OH 45242 (“Transferor”); and

STARFISH RETENTION SOLUTIONS, INC., a corporation organized and existing under the laws of the State of Delaware having its address at 3033 Wilson Boulevard, Suite 500, Arlington, VA 22201 (“Transferee”).

Transferor and Transferee are collectively referred to as the “Parties”, and each individually as a “Party”.

WHEREAS, the Parties have entered into that certain Contribution Agreement, dated as of the date hereof (the “Contribution Agreement”), under which Transferor has contributed, transferred and assigned to Transferee all of the Assets and Liabilities in respect of the Business (all of these terms, as defined in the Contribution Agreement).

NOW THEREFORE, the Parties agree as follows:

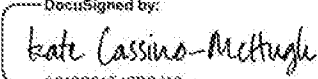
1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor hereby irrevocably conveys, transfers, and assigns to Transferee, and Transferee hereby accepts, all of Transferor’s right, title, and interest in and to the following (the “Assigned IP”):
 - a) the trademark registrations and applications set forth on Exhibit A hereto and all issuances, extensions, and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - b) all rights of any kind whatsoever of Transferor accruing under any the foregoing 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 foregoing, 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.
2. **Recordation and Further Actions.** Transferor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Transferee. Following the date hereof, at Transferee’s sole cost and expense, Transferor shall take such steps and actions, and provide such cooperation and assistance to Transferee 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 necessary to effect, evidence, or perfect the assignment of the Assigned IP to Transferee, or any transferee or successor thereto.

3. **Terms of the Contribution Agreement.** The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Transferor and Transferee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Contribution Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
4. **Counterparts.** This Trademark Assignment may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or other electronic means (including portable document format) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
5. **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 permitted assigns.
6. **Governing Law.** The laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, shall govern the construction, interpretation and other matters arising out of or in connection with this Trademark Assignment (whether arising in contract, tort, equity or otherwise), except to the extent that mandatory provisions of other jurisdictions apply to the contribution and transfer of the Assigned IP.

[Signature Pages Follow]

HOBSONS, INC.

DocuSigned by:

By: _____
Name: Kathryn Cassino-McHugh
Title: Chief Executive Officer

STARFISH RETENTION SOLUTIONS, INC.

DocuSigned by:

By: _____
Name: Thomas Laurin
Title: Chief Financial Officer

**EXHIBIT A
TRADEMARKS**

Trademark	Country	Owner	Application No.	Registration No.	Status
AGILEGRAD	Canada	Hobsons, Inc.	1661299	TMA959274	Registered
STARFISH	United States of America	Hobsons, Inc.	77352124	3551457	Registered (Renewed)