

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650882

<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>
Global Employment Solutions, LLC		10/02/2019	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ettain Group, LLC		
<b>Street Address:</b>	127 W. Worthington Avenue		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28203		
<b>Entity Type:</b>	Limited Liability Company: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4711663	FAHRENHEIT IT	
<b>Registration Number:</b>	4699766	FAHRENHEIT	
<b>Registration Number:</b>	2566696	GLOBAL EMPLOYMENT SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032231111		
<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>	3032231100		
<b>Email:</b>	DNTrademarkDocket@bhfs.com		
<b>Correspondent Name:</b>	Andrea M. LaFrance		
<b>Address Line 1:</b>	410 Seventeenth Street, Suite 2200		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Andrea M. LaFrance		
<b>SIGNATURE:</b>	/Andrea M. LaFrance/		
<b>DATE SIGNED:</b>	06/01/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is entered into as of the 2<sup>nd</sup> day of October 2019 (the "*Effective Date*") by Global Employment Solutions, LLC, a Colorado limited liability company, with an address at 10375 Park Meadows Drive, Suite 475, Littleton, CO 80124 ("*Assignor*"), and ettain Group, LLC, a North Carolina limited liability company, with an address at 127 W. Worthington Avenue, Suite 100, Charlotte, North Carolina 28203 ("*Assignee*").

### RECITALS

WHEREAS, Assignor is the owner of all right, title and interest in and to certain trademarks (including in stylized form and with design), and all goodwill associated therewith, as further described on Schedule 1, and all rights to sue and recover for past infringement thereof, collectively referred to herein as the "Assigned Trademarks";

WHEREAS, Assignor desires to transfer and assign the Assigned Trademarks to Assignee and in connection therewith, Assignor and Assignee wish to transfer record title of the Assigned Trademarks and to execute a document suitable for recordation in the United States Patent and Trademark Office and other trademark offices worldwide.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does grant, assign, transfer, convey and deliver to Assignee all Assignor's right, title and interest in, to and under the Assigned Trademarks throughout the world, together with the goodwill of the business in connection with which the Assigned Trademarks has been used in the United States or any other countries.

#### Assignment.

1.1. Assignor hereby sells, assigns, conveys, transfers and sets over to Assignee, and its successors, assigns and legal representatives, all right, title and interest for the United States and its territorial possessions, and throughout the world, that may be or may have been owned by Assignor, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with that portion of Assignor's business to which the Assigned Trademarks pertain and the goodwill of the business symbolized by the Assigned Trademarks, including all rights to claim priority, in and to the Assigned Trademarks, together with all claims for damages by reason of past or future infringement, with the right to sue for and collect the same for the use and benefit of Assignee and its successors and assigns (the "*Assigned Rights*"), to the extent any such rights are owned by Assignor as of the Effective Date.

1.2. Assignor hereby agrees that Assignor will sign all lawful papers and make all rightful oaths in execution thereof, and will generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the Assigned Rights, this obligation to be binding upon Assignor and upon Assignor's legal successors. Assignor further agrees to assist Assignee in every legal way to evidence, record and perfect the assignment contained herein and to apply for and obtain recordation of and from time to time enforce, maintain, and defend the assigned rights. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully

permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor. The foregoing is a power coupled with an interest and is irrevocable.

1.3. Assignor acknowledges that subsequent to the Effective Date, Assignor shall not claim to possess any right, title or interest in and to the Assigned Rights and shall take no actions jeopardizing the existence or enforceability of the Assigned Rights or Assignee's rights therein. Assignor agrees that it and its affiliates will forever refrain from using, directly or indirectly, the Assigned Trademarks, and any confusingly similar terms. Assignor hereby acknowledges receipt of all legally entitled royalties and all other revenues attributable to the Assigned Rights and hereby releases all claims to, and waive all right, title and interest in, any additional or future royalties or other revenues attributable to the Assigned Rights that may have accrued before, on or after the Effective Date, regardless of whether such royalties or revenues are known or unknown, suspected or unsuspected, as of the Effective Date.

Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any prior or contemporaneous understandings, agreements or representations. No supplement, modification, amendment or waiver of this Agreement shall be binding unless executed in writing by both parties. In the event that any part of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining portions of this Agreement shall be valid and enforceable. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties named below have duly executed or caused to be duly executed a counterpart of this Agreement. A signature on a copy of this Agreement received by either party by facsimile or email is binding upon the other party as an original.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have signed this Agreement as of the Effective Date set forth above.

**GLOBAL EMPLOYMENT SOLUTIONS, LLC.**

By: Craig J. Howesell  
Name: CRAIG S HOWESSELL  
Title: GENERAL COUNSEL

**ETTAIN GROUP, LLC**

By: Craig J. Howesell  
Name: CRAIG S HOWESSELL  
Title: GENERAL COUNSEL

SCHEDULE 1

Trademark	Registration No.	App. Date	Reg. Date
FAHRENHEIT IT	4711663	August 02, 2014	March 31, 2015
FAHRENHEIT	4699766	August 02, 2014	March 10, 2015
GLOBAL EMPLOYMENT SOLUTIONS	2566696	June 05, 2000	May 07, 2002