

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM665698

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reprints Desk, Inc.		08/06/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Research Solutions, Inc.		
Street Address:	10624 S. Eastern Avenue, Ste. A-614		
City:	Henderson		
State/Country:	NEVADA		
Postal Code:	89052		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5398268	RESEARCH SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	8184446353		
<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:	818-444-6353		
Email:	hantoine@stubbsalderton.com		
Correspondent Name:	Heather A. Antoine		
Address Line 1:	15260 Ventura Blvd. 20th Floor		
Address Line 4:	Sherman Oaks, CALIFORNIA 91403		
ATTORNEY DOCKET NUMBER:	Research Solutions		
NAME OF SUBMITTER:	Heather A. Antoine		
SIGNATURE:	/Heather Antoine/		
DATE SIGNED:	08/06/2021		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment Agreement*”) is made and entered into as of August 6, 2021 (“*Effective Date*”) by and between - Reprints Desk, Inc., a Delaware Corporation (“*Assignor*”), and Research Solutions, Inc., a Nevada Corporation (the “*Assignee*”), each of Assignor and Assignee a “*Party*”, and collectively, the “*Parties*”.

RECITALS

WHEREAS, Assignor owns the following mark and all common-law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby: RESEARCH SOLUTIONS, Reg. No. 5,398,268 (the “*Mark*”).

WHEREAS, Assignor wishes to hereby assign to Assignee, and Assignee wishes to acquire from Assignor, all rights, titles and interests to the Mark;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby established, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. Definitions.

(a) “*Assigned Property*” means the Mark, and all trademark, copyright, trade dress and similar rights, if any, incorporated in or protecting the Mark, including any logos or graphic elements included in the Mark.

(b) “*Encumbrance*” means any equitable interest, mortgage, lien, option (including any right to acquire, right of pre-emption or conversion), pledge, hypothecation, security interest, title retention, easement, encroachment, right of first refusal or negotiation, adverse ownership claim or restriction of any kind, including any restriction on transfer assignment or granting as security, or relating to quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership, or any agreement to create any of the foregoing.

(c) “*Mark*” means the trademark described above in Recitals and listed on Schedule A.

2. Assignment to Research Solutions, Inc.; Restrictions. Assignor hereby irrevocably and unconditionally assigns to Assignee, all of Assignor’s right, title, and interest in and to the Assigned Property, together with the goodwill of the business symbolized by the Mark. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims for past, present, and future infringement, misappropriation, or other violation of the Assigned Property, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement, misappropriation, or other violation as well as the right to grant releases for past infringements.

3. Further Assurances. Assignor will take all actions and execute all documents as Assignee may reasonably request, at the expense of Assignor, to:

(a) effectuate the above transfer to Assignee of the Assigned Property, and the vesting of complete and exclusive ownership in Assignee of the Assigned Property; and

(b) provide Assignee with evidence of Assignor’s rights and priority in and Assignor’s use of the Assigned Property prior to the Effective Date, in any judicial, opposition, or

other proceedings in respect of the Assigned Property, including for revocation of any of Assignor's rights in the Assigned Property.

(c) Assignor hereby authorizes Assignee and the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment.

4. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor exclusively owns all right, title and interest in and to the Mark listed on **Schedule A**; (b) Assignor has not granted and will not grant any licenses or other rights to the Mark to any third party; (c) Assignor has not granted to any third party any Encumbrance in the Assigned Property; (d) there are no legal actions, investigations, claims, or proceedings pending or threatened in writing against Assignor relating to the Assigned Property; (e) to the knowledge of Assignor, the Assigned Property does not violate any trademark, trade dress, copyright or similar right of any third party under the laws of the United States of America or any state or territory thereof (but not, for the avoidance of doubt, the laws of any foreign country) and (f) Assignor will not at any point after the Effective Date challenge the validity of the transfer or of Assignee's rights in the Assigned Property.

5. Miscellaneous.

(a) *Amendments and Waivers.* This Assignment Agreement may only be amended or modified by an instrument in writing signed by each Party

(b) *Binding Effect.* This Assignment Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

(c) *Jurisdiction.* Each Party hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action or proceeding arising out of or relating to any of this Assignment Agreement.

(d) *Severability.* If any provision of the Assignment Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, that provision will be enforced to the fullest extent permitted by applicable law, and the remainder of the Assignment Agreement will remain in full force and effect.

(e) *Counterparts.* The Assignment Agreement and any document related to the Assignment Agreement may be executed by the Parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument. A facsimile or portable document format (".pdf") signature page will constitute an original for the purposes of this Section.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:
REPRINTS DESK, INC.

ASSIGNEE:
RESEARCH SOLUTIONS, INC.



By: _____
Name: Alan Urban
Title: CFO and Secretary
Date: August 8, 2021

By: _____
Name: Alan Urban
Title: CFO and Secretary
Date: August 8, 2021

SCHEDULE A:

MARK

REGISTRATION NO.

RESEARCH SOLUTIONS

5,398,268