

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671069

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Communicas One, LLC		08/04/2021	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Research Horizons, LLC		
Doing Business As:	Phoenix Marketing International		
Street Address:	6423 Montgomery St. Suite 12		
City:	Rhinebeck		
State/Country:	NEW YORK		
Postal Code:	12572		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	74051822	COMMUNICUS	
CORRESPONDENCE DATA			
Fax Number:	8458768284		
<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:	845-234-4149		
Email:	PMI-Legal@phoenixmi.com		
Correspondent Name:	James Reinitz		
Address Line 1:	6423 Montgomery St. Suite 12		
Address Line 4:	Rhinebeck, NEW YORK 12572		
NAME OF SUBMITTER:	James Reinitz		
SIGNATURE:	/James Reinitz/		
DATE SIGNED:	08/30/2021		
Total Attachments: 4			
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OP \$40.00 74051822

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 4, 2021 by and between Communicus One, LLC, an Arizona limited liability company with an address of 2940 N Swan Road, #212, Tucson, AZ 85712 (the "Assignor"), and Research Horizons, LLC, a Delaware limited liability company with an address of 6423 Montgomery St, Ste 12, Rhinebeck, NY (the "Assignee"). Assignor and Assignee are sometimes individually referred to as a "Party" and, collectively, as the "Parties."

- A. Assignor owns the **COMMUNICUS** trademark, the trademark application with the United States Patent and Trademark Office designated as **U.S. Serial Number 1,637,783** (such trademark and such trademark application are, collectively, the "Trademark"), and any and all goodwill of the business in connection with which the Trademark is used and that is symbolized by the Trademark (the Trademark and such goodwill are, collectively, the "Trademark Rights");
- B. In connection with that certain letter purchase agreement, dated as of August 4, 2021, by and among Assignee, Assignor, and the other parties named therein (the "Purchase Agreement"), it was agreed that Assignor would assign to Assignee all right, title, and interest in and to the Trademark Rights effective as of the consummation of the transactions set forth therein; and
- C. The Parties wish to execute this Assignment for purposes of evidencing the transfer of the Trademark Rights contemplated by the Purchase Agreement and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and any other similar official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, as may be necessary to effectuate the assignment and transfer of the Trademark Rights from Assignor to Assignee.

In consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, including that under the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties hereto agree as follows:

1. Assignment. Assignor hereby grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark Rights, including the Trademark, all registrations and applications therefor, and all goodwill of the business with which the Trademark is used and that is symbolized by the Trademark.

2. Recordation. Assignor authorizes the United States Patent and Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to receive or register trademarks or applications therefor, to record Assignee as the owner of the Trademark Rights and to issue all registrations for the Trademark Rights in the name of Assignee. Assignor shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this Assignment and to evidence and effectuate the transactions contemplated herein.

3. No Modification of the Purchase Agreement. It is understood and agreed that this Assignment is being executed and delivered pursuant to the Purchase Agreement and the terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities set forth therein are incorporated herein by this reference. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in this Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Enforceability. This Assignment is being executed by Assignor and Assignee and shall be binding upon each of them, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

5. Governing Law. Assignor and Assignee hereby agree that this Assignment is made under, and shall be construed and enforced in accordance with, the laws of the State of New York applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.

6. Amendment. This Assignment may not be amended except by a written agreement signed by each of the parties to this Assignment.

7. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Facsimile and .pdf signatures shall be treated as if they were originals.

[SIGNATURE PAGE FOLLOWS]

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

RESEARCH HORIZONS, LLC

DocuSigned by:
By: Allen R DeCotiis
Name: Allen R. DeCotiis, Ph.D.
Title: Chairman and
Chief Executive Officer

ASSIGNOR:

COMMUNICUS ONE, LLC

By: _____
Name: Kacy Doster
Title: President

INTENDING TO BE LEGALLY BOUND, the Parties have duly executed this Assignment as of the date first above written.

ASSIGNEE:

RESEARCH HORIZONS, LLC

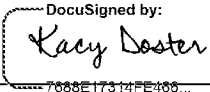
By: _____

Name: Allen R. DeCotiis, Ph.D.

Title: Chairman and
Chief Executive Officer

ASSIGNOR:

COMMUNICUS ONE, LLC

By:  _____

Name: Kacy Doster

Title: President

[Signature Page to Trademark Assignment]