

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pendo Holding Company, Inc.		09/01/2021	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Pendo Management, LLC		
Street Address:	2600 Bellingham Drive		
Internal Address:	Suite 100, Attention: John Hamameh		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48083		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6100525	PENDO	
Registration Number:	6117078	PENDO FOR WHAT IT'S WORTH	
Registration Number:	6117079	P PENDO FOR WHAT IT'S WORTH	
Registration Number:	6123402	P	
Registration Number:	6123403	P	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	09/01/2021		

OP \$140.00 6100525

Total Attachments: 4

source=Executed Trademark Assignment Agreement (Sept. 2021)#page1.tif

source=Executed Trademark Assignment Agreement (Sept. 2021)#page2.tif

source=Executed Trademark Assignment Agreement (Sept. 2021)#page3.tif

source=Executed Trademark Assignment Agreement (Sept. 2021)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of September 1, 2021 by and between Pendo Holding Company, Inc., a Missouri corporation ("Assignor"), and Pendo Management, LLC, a Missouri limited liability company ("Assignee").

Reference is made to that certain Equity Purchase Agreement (the "Agreement"), dated as of the date hereof, by and among Assignor, Assignee, Michael Peck, an individual resident of the State of Florida ("Peck"), Molly Hoskins, an individual resident of the State of Missouri ("Hoskins") and Class Valuation LLC, a Michigan limited liability company ("Purchaser");

Assignor is the owner of the entire right, title and interest in and to the United States trademarks, trade names, registrations, and trademark applications set forth on Exhibit A hereto (the "Assigned Intellectual Property"); and

Assignor and Assignee desire that all of Assignor's respective right, title and interest in and to all the Assigned Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

In consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

- a. Assignment. Without any representation or warranty hereunder, Assignor hereby irrevocably and unconditionally assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest of Assignor in and to the Assigned Intellectual Property and the registrations thereof (including any and all common law rights associated with the Assigned Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Intellectual Property is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and together with all income, royalties and claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.
- b. Further Assurances. Assignor hereby agrees to execute any necessary and customary forms required by the US Patent and Trademark Office or any domain name registry to effect such assignment, and/or any forms which may be appropriate and desired by Assignee for such purposes.

2. Acceptance. Assignee hereby accepts the foregoing assignment of the Assigned Intellectual Property.

3. Miscellaneous.

- a. Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
- b. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.
- d. Counterparts. This Agreement may be executed in one or more original or electronic counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

PENDO HOLDING COMPANY, INC.

By: 

Name: Michael Peck

Title: President and Treasurer

ASSIGNEE:

PENDO MANAGEMENT, LLC

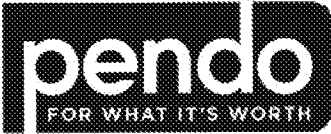



By: 

Name: Michael Peck

Title: President and Treasurer

Exhibit A
Assigned Intellectual Property

Trademarks:

Mark	Registration	Live/Dead	Jurisdiction
PENDO	6100525	Live	United States
	6117078	Live	United States
	6117079	Live	United States
	6123402	Live	United States
	6123403	Live	United States