TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM676695

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/27/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Suntiva LLC		09/23/2021	Limited Liability Company: VIRGINIA

RECEIVING PARTY DATA

Name:	LMI Consulting, LLC
Street Address:	7940 Jones Branch Drive
City:	Tysons
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	Limited Liability Company: VIRGINIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3035255	SUNTIVA
Registration Number:	4149720	GREAT MINDS. GREAT HEARTS.

CORRESPONDENCE DATA

Fax Number: 8552268791

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.

Phone: 855-705-6414

Email: trademarks@dbllawyers.com,abutterman@dbllawyers.com

Alexander H. Butterman **Correspondent Name:**

Address Line 1: **Dunlap Bennett & Ludwig PLLC**

Address Line 2: 211 Church Street, SE Address Line 4: Leesburg, VIRGINIA 20175

ATTORNEY DOCKET NUMBER:	50516-000
NAME OF SUBMITTER:	Alexander Butterman
SIGNATURE:	/Alex Butterman/
DATE SIGNED:	09/24/2021

Total Attachments: 3

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SERVICE MARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") dated this 23rd day of <u>September</u>, <u>2021</u> and effective as of <u>July 27, 2021</u> is by and between <u>Suntiva LLC</u>, a Virginia limited liability company located and doing business at 7600 Leesburg Pike, Suite 440E, Falls Church, Virginia 22043 (the "Assignor"); and <u>LMI Consulting, LLC</u>, a Virginia limited liability company located and doing business at 7940 Jones Branch Drive, Tysons, Virginia 22102 (the "Assignee") (collectively, the "Parties").

WHEREAS, Assignor is the owner of all right, title and interest in and to the service marks and the corresponding registrations and/or applications for registration therefor set forth in Exhibit 1 (collectively, the "Service Marks"), together with the goodwill of the business connected with and symbolized by the Service Marks; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Service Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee, *nunc pro tunc* as of <u>July 27, 2021</u>, the entire right, title, interest in and to the Service Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Service Marks and any assets or portions of the business to which the Service Marks relate (including, without limitation, the right to renew any registrations included in the Service Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Service Marks, and any priority right that may arise from the Service Marks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office ("USPTO") and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Service Marks.

This Service Mark Assignment Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission or by e-mail, which shall be deemed delivery of an originally executed document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Service Mark Assignment Agreement as of the date first above written.

ASSIGNOR

SUNTIVA LLC

NAME: Tamara Jack

TITLE: Representative of Sole Member of Suntiva, LLC

ASSIGNEE

LMI CONSULTING, LLC

NAME: Doug Wagoner

TITLE: CEO

EXHIBIT 1 Service Marks

Serial Number	Regis. Number	MARK	Maintenance Due
78504756	3035255	SUNTIVA	Renewal due: Dec. 27, 2025
85435595	4149720	GREAT MINDS. GREAT HEARTS.	Renewal due: May 29, 2022