

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Matthew S. Hardin		06/01/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Hardin Compliance Consulting LLC		
Street Address:	290 Northgate Drive, Suite 100		
City:	Warrendale		
State/Country:	PENNSYLVANIA		
Postal Code:	15086		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4348116	COMPLIANCE NAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	2077747499		
<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:	2077744000		
Email:	trademarks@verrill-law.com		
Correspondent Name:	Charles P. Bacall		
Address Line 1:	Verrill Dana LLP		
Address Line 2:	One Portland Square		
Address Line 4:	Portland, MAINE 04101		
NAME OF SUBMITTER:	Charles P. Bacall		
SIGNATURE:	/charles p. bacall/		
DATE SIGNED:	10/04/2021		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is made and entered into as of June 1, 2021, by and between Matthew S. Hardin (“**Assignor**”) and Hardin Compliance Consulting LLC, a Pennsylvania limited liability company (“**Assignee**” and together with Assignor, the “**Parties**”).

WHEREAS, the Parties have agreed that Assignor shall assign and transfer to Assignee all of Assignor’s right, title and interest, if any, in and to the Company Intellectual Property (defined below) including, without limitation, the trademarks set forth in the attached Schedule A (the “**Assigned Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. “**Intellectual Property**” means all intellectual property and intellectual property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, web addresses, web pages, websites and related content, accounts with social media companies and the content found thereon and related thereto, and URLs; (c) works of authorship, expressions, designs and design registrations, including copyrights, author, performer, moral and neighboring rights, advertising copy and other marketing materials, drawings, graphics, documentation, databases, and recordings, and all registrations, applications for registration and renewals for any of the foregoing; (d) inventions, discoveries, trade secrets, business, marketing, and technical information, ideas, know-how, research and development, formulae, product road maps and specifications, designs, customer and supplier lists, pricing and cost information, databases, data collections, source code, and other confidential and proprietary information and all rights therein; (e) patents, patent applications, and other patent rights and any other governmental authority-issued indicia of invention ownership; (f) software; (g) royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (h) all rights to any actions to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.
2. “**Company Intellectual Property**” means all Intellectual Property used by or held for use on behalf of Assignee.
3. Assignment. Assignor hereby sells, conveys, assigns and otherwise transfers to Assignee, its successors and assigns, all of Assignor’s right, title and interest, if any, whether

statutory or at common law, in and to (a) the Company Intellectual Property, together with all the goodwill of the business symbolized thereby; (b) all registrations and applications for the Company Intellectual Property; and (c) all benefits, privileges, causes of action, common law rights, and remedies relating thereto, including, without limitation, all of Assignor's rights to: (i) apply for and maintain all registrations, renewals and/or extensions thereof, (ii) bring actions and recover damages for past, present and future infringement or other violation thereof, and (iii) grant licenses or other interests therein. Notwithstanding the foregoing, the Parties agree that the Company Intellectual Property does not include the matthardin.com domain name, which Assignor shall retain subject to his agreement not to use it without authorization from Assignee in connection with any Company Intellectual Property.

4. Further Assurances. Assignor agrees that Assignee shall have the right to file or record this Agreement with the United States Patent and Trademark Office (the "USPTO"), and Assignor authorizes and requests the USPTO to record Assignee as the assignee and owner of the Assigned Trademarks. Assignor agrees to execute such further documents and to perform such other acts as may be necessary or reasonably desirable to vest all of Assignor's right, title and interest, if any, in and to the Company Intellectual Property in Assignee or as may be necessary or reasonably desirable to obtain, renew, or issue the Company Intellectual Property, including instructing the registrar for the Company Intellectual Property to transfer the Company Intellectual Property to Assignee.
5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
7. Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above.

ASSIGNOR:

DocuSigned by:
Matthew S. Hardin
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Matthew S. Hardin

ASSIGNEE:






Hardin Compliance Consulting LLC

DocuSigned by:
By: *David Rishel*
44D0188CA2D243C...

Name: David L. Rishel
Title: Chief Operating Officer

SCHEDULE A

Assigned Trademarks

Trademark	App. No.	File Date	Reg. No.	Reg. Date
COMPLIANCE NAVIGATOR 	87495036	June 19, 2017	5385096	January 23, 2018
COMPLIANCE INFORMER 	87494976	June 19, 2017	5385095	January 23, 2018
	87200009	October 11, 2016	5381780	January 16, 2018
 HARDIN COMPLIANCE CONSULTING LLC	87199984	October 11, 2016	5336763	November 14, 2017
HARDIN COMPLIANCE CONSULTING LLC	86864494	January 4, 2016	5044315	September 20, 2016
 HARDIN	85958654	June 13, 2013	4484259	February 18, 2014
Compliance Navigator	85687626	July 26, 2012	4248116	June 4, 2013
Compliance Informer	85687609	July 26, 2012	4348115	June 4, 2013