

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM682433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schellman & Company, LLC		10/01/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Schellman Compliance, LLC		
Street Address:	4010 West Boy Scout Boulevard		
Internal Address:	Suite 600		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5761678	AUDITSOURCE	
Registration Number:	4973154		
Registration Number:	5521454	SCHELLMAN	
Registration Number:	5059292	QUALITY, ABOVE ALL.	
Registration Number:	4148918		
Registration Number:	4078053		
Registration Number:	6521726	APEC PROCESSOR POWERED BY SCHELLMAN	
Serial Number:	90819892		
Serial Number:	90531195	SCHELLMAN	
Serial Number:	88929098	APEC PRIVACY POWERED BY SCHELLMAN	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<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:	8132297600		
Email:	ttimmerman@shumaker.com		
Correspondent Name:	J. Todd Timmerman		
Address Line 1:	101 East Kennedy Boulevard		

CH \$265.00 5761678

Address Line 2: Suite 2800
Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER: J. Todd Timmerman

SIGNATURE: /J. Todd Timmerman/

DATE SIGNED: 10/20/2021

Total Attachments: 8

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page1.tif

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page2.tif

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page3.tif

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page4.tif

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page5.tif

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page6.tif

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page7.tif

source=10.1.21 Intellectual Property Assignment Agreement - From Schellman Company LLC to Schellman Compliance LLC#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of October 1, 2021 by and between Schellman & Company, LLC, a Florida limited liability company (the “Assignor”) and Schellman Compliance, LLC, a Delaware limited liability company (the “Assignee”) (Assignor and Assignee are each hereinafter referred to as a “Party,” and collectively, as the “Parties”). All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (defined herein below).

RECITALS

WHEREAS, Assignor and Assignee, as assignee of SCHM Holdings, LLC, a Delaware limited liability company, have entered into that certain Asset Purchase Agreement, dated as of August 25, 2021 (the “Purchase Agreement”), pursuant to which, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor all of Assignor’s right, title and interest in, to and under the Owned Intellectual Property Rights, including the Owned Intellectual Property Rights set forth on Exhibit A hereto (the “Assigned IP Assets”); and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor desires to convey, assign and transfer to Assignee, and Assignee agrees to purchase, acquire and accept all of Assignor’s right, title and interest in, to and under all of the Assigned IP Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as more fully set forth in the Purchase Agreement and subject to the terms and conditions therein, the Parties, intending to be legally bound, hereby agree as follows:

1. Transfer of Assigned IP Assets. Assignor hereby irrevocably assigns, conveys and transfers to Assignee and its successors and assigns, and Assignee hereby purchases, acquires and accepts, all of Assignor’s right, title and interest in, to and under the Assigned IP Assets throughout the universe and all rights corresponding thereto, free and clear of all Liens, together with all goodwill appurtenant to any Trademarks included in the Assigned IP Assets, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Assigned IP Assets, (b) claim priority under United States law or international convention with respect to the Assigned IP Assets, (c) sue, counterclaim and otherwise bring actions and recover damages, payments, restitution, and injunctive and other legal or equitable relief for past, present, and future infringement, misappropriation, dilution or other violation of the Assigned IP Assets, and rights to protection of interests therein under the Applicable Laws of all jurisdictions, (d) grant licenses or other interests in or to the Assigned IP Assets and (e) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to such Assigned IP Assets.

2. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks, the U.S. Copyright Office, and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the applicable Assigned IP Assets, and to issue any and all such Assigned IP Assets to the applicable Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use of Assignee, its successors, assigns or other legal representatives. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the applicable Assigned IP Asset, and Assignor agrees to cooperate with each Assignee upon such Assignee’s reasonable request to effect such recordations.

3. Electronic Transfer, Transfer Forms. Assignor agrees to cooperate with Assignee, at Assignor's cost, to promptly transfer the domain names and social media accounts included in the Assigned IP Assets (including those listed on Exhibit A) electronically from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant of any such domain names in the WHOIS database) and Assignor shall deliver all passwords, authorization codes or similar information necessary to transfer to Assignee all such domain names and social media accounts.

4. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register, or maintain the rights assigned herein, including in connection with: (a) the preparation and prosecution by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder. In the event that Assignor fails to execute such documentation or take such actions within ten (10) days after a written request, Assignor hereby irrevocably appoints Assignee with full and complete authority and power of attorney to act in the stead of Assignor, as Assignor's attorney in fact, to execute and record such documentation or take such actions.

5. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend, supersede or otherwise change any of the representations, warranties, covenants or other rights or obligations of the Parties under the Purchase Agreement.

6. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7. Counterparts; Facsimile. This Assignment may be executed and delivered by facsimile or electronic signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to the principles of conflicts of laws that would make the laws of another state applicable.

9. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

[Remainder of Page Intentionally Left Blank]

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

ASSIGNOR:

Schellman & Company, LLC

DocuSigned by:
Chris Schellman
By: _____
Name: Chris Schellman
Title: Manager

ASSIGNEE:

Schellman Compliance, LLC

By: _____
Name:
Title:

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

ASSIGNOR:

Schellman & Company, LLC

By: _____

Name:

Title:

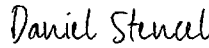
ASSIGNEE:

Schellman Compliance, LLC

By: Schellman Operations, LLC, *its sole member*

By: Schellman Intermediate Holdings, LLC, *its sole member*

By: Schellman Holdings, LLC, *its sole member*

By: DocuSigned by:


Name: Daniel Stencel

Title: Authorized Signatory

[Signature page to IP Assignment Agreement]