

## TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

ETAS ID: TM698238

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	07/30/2021
<b>RESUBMIT DOCUMENT ID:</b>	900657879
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NannyTax LLC		11/22/2021	Limited Liability Company: NEW YORK

## RECEIVING PARTY DATA

<b>Name:</b>	EisnerAmper LLP
<b>Street Address:</b>	733 Third Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	Limited Liability Partnership: NEW YORK

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
<b>Registration Number:</b>	2382017	NANNYTAX

## CORRESPONDENCE DATA

## Fax Number:

*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:** 415-591-1000  
**Email:** TrademarksSF@winston.com  
**Correspondent Name:** Laura M. Franco  
**Address Line 1:** 101 California Street  
**Address Line 4:** San Francisco, CALIFORNIA 94111

<b>ATTORNEY DOCKET NUMBER:</b>	086096-01004
<b>NAME OF SUBMITTER:</b>	Laura M. Franco
<b>SIGNATURE:</b>	/Laura M. Franco/
<b>DATE SIGNED:</b>	12/28/2021

## Total Attachments: 2

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## NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT (“Trademark Assignment”) is made by NannyTax LLC, a New York limited liability company (“Assignor”), in favor of EisnerAmper LLP, a New York limited liability partnership (“Assignee”). Assignee and Assignor are referred to collectively herein as the “Parties” and, each of them, a “Party”.

WHEREAS, Assignor is the owner of all right, title and interest in the trademark NANNYTAX, including U.S. Reg. No. 2,382,017 (the “Assigned Trademark”);

WHEREAS, on July 30, 2021, Assignor agreed to assign, and Assignee agreed to receive, all of Assignor’s rights, title and interest in and to the Assigned Trademark; and

WHEREAS, the Parties wish to document this assignment.

NOW THEREFORE, the Parties agree as follows:

1. Trademark Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, without any reservation of any right, title, or interest, and Assignee hereby accepts, *nunc pro tunc* as of July 30, 2021, all of Assignor’s right, title and interest in and to the Assigned Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark, and including:

- (a) trademark Registration No. 2,382,017 and all issuances, extensions and renewals thereof;
- (b) all common law rights associated with the Assigned Trademark;
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment and sale had not been made;
- (d) all rights to apply for, revive, and maintain all registrations, renewals, and/or extensions of any of the foregoing;
- (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall execute and deliver

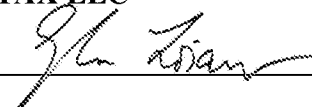
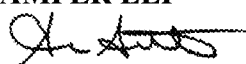
such additional documents and take such further actions as Assignee and its successors, assigns and legal representatives may request, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by .pdf or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

6. Governing Law. This Trademark Assignment, and all claims or causes of actions (whether at law, in contract or in tort) that may be based upon, arise out of or are related to this Agreement or the negotiation, execution, enforcement, delivery or performance (or failure thereof) of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to conflicts of laws principles (whether of the State of New York or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of New York).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

<b>NANNYTAX LLC</b>	<b>EISNERAMPER LLP</b>
By: <u></u>	By: <u></u>
Name: <u>Christopher Loiacono</u>	Name: <u>Shari Savitt</u>
Title: <u>Vice Chair, Eisner Advisory Group</u>	Title: <u>General Counsel</u>
Date: <u>11/22/21</u>	Date: <u>11/22/21</u>