

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699880

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900661537		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GPB PEO Holdings LLC		01/31/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Matrix PEO Holdings LLC		
<b>Street Address:</b>	2600 W. Geronimo Place		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Chandler		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85224		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4903570	MATRIXONESOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9046489777		
<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>			
<b>Phone:</b>	9048866929		
<b>Email:</b>	brian.pincket@vensure.com		
<b>Correspondent Name:</b>	Brian Pincket		
<b>Address Line 1:</b>	12735 Gran Bay Parkway West		
<b>Address Line 2:</b>	Suite 202		
<b>Address Line 4:</b>	Jacksonville, FLORIDA 32258		
<b>NAME OF SUBMITTER:</b>	Brian Pincket		
<b>SIGNATURE:</b>	/s/ Brian Pincket		
<b>DATE SIGNED:</b>	01/05/2022		
<b>Total Attachments: 10</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of as of January 31, 2020 (the "Effective Date"), by and between GPB PEO Holdings, LLC, a Delaware limited liability company ("Assignor"), and Matrix PEO Holdings, LLC, a Delaware limited liability company ("Assignee"). Together, Assignor and Assignee are referred to as the "Parties" and individually as a "Party."

### RECITALS

A. Assignor, immediately prior to the Effective Date, was the owner of all right, title and interest in and to the trademark set forth in Schedule 1 attached hereto and made a part hereof, together with all registrations and applications for registration thereof, and all common law rights with respect thereto (collectively, the "Assigned Trademark");

B. This Assignment is being made and entered into in connection with that certain Securities Purchase Agreement (the "Purchase Agreement"), dated as of February 18, 2020, by and among Matrix PEO Holdings Acquisition, LLC (the owner of 100% of the membership interests of Assignee), GPB PEO Acquisition, LLC (100% of the membership interests of which are owned by Assignor), GPB Holdings II, LP (owner of a majority of the membership interests of Assignor), William L. Perez, George Attar, and James Petruccelli;

C. Assignor acknowledges and agrees that the execution and delivery of this Assignment, and the consummation of the transactions contemplated hereby, is a condition and material inducement to Assignee's willingness to enter into the Purchase Agreement; and

D. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

### AGREEMENT

1. Incorporation of Recitals; Capitalized Terms. The foregoing recitals are incorporated into and made a part of this Assignment as representations as if fully set forth herein. Capitalized terms used, but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby unconditionally and irrevocably assigns, transfers and conveys to Assignee, its successors and assigns, all of its right, title, and interest, throughout the world, in, to, and under the Assigned Trademark and all registrations and applications for registration thereof and all common law rights with respect thereto together with all goodwill of the business in which the Assigned Trademark is used and which is symbolized by the Assigned Trademark, including, without limitation, the exclusive rights (a) to apply for and maintain all registrations, renewals and/or extensions thereof, (b) to all claims and causes of action to recover past, present and future damages, royalties, fees, income, payments, profits and other proceeds or other relief or restitution, and equitable and injunctive relief ensuing from past, present and future

infringement, dilution, misappropriation, unfair competition, violation, and/or misuse of the Assigned Trademark, (c) to any and all licenses or other similar contractual rights for the Assigned Trademark, (d) to grant licenses or other interests in the Assigned Trademark, (e) to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademark, and (f) to otherwise fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademark.

3. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of Assignee, to further evidence the intent and purpose of this Assignment.

4. No Impact on Terms of Purchase Agreement. Notwithstanding any provision to the contrary set forth herein or in the Purchase Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the parties) set forth in the Purchase Agreement, this Assignment being intended solely to effect the transfer of the Assigned Trademark strictly in accordance with the terms of the Purchase Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail and govern.

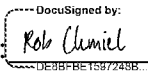
5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

[Intentionally Left Blank—Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

GPB PEO Holdings, LLC

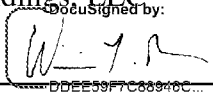
By:  \_\_\_\_\_  
DocuSigned by: DE38FBET597249E...

Print Name: Rob Chmiel

Print Title: Manager

ASSIGNEE:

Matrix PEO Holdings, LLC

By:  \_\_\_\_\_  
DocuSigned by: DDEE59F7C88976C...

Print Name: William L. Perez

Print Title: Chief Executive Officer

**Schedule 1****Assigned Trademark**

## Registrations

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Goods/Services
MatrixOneSource	86221421	Mar. 14, 2014	4903570	Feb. 23, 2016	IC 035. Information technology asset management, namely, providing electronic tracking of computer hardware and software assets of others for business purposes; employee leasing; administration of business payroll for others; payroll preparation; payroll processing services; human resources services management; serving as a human resources department for others; business consultation services, namely, consultation in the fields of risk management and loss control for others; business consulting services in connection with the positions of chief information officer and chief technology officer, namely, providing advisory and consultation services in the fields of technology and information technology .

**Certificate Of Completion**

Envelope Id: 4E6DC1D3949F4362AC4B87FFB0E16765	Status: Completed
Subject: Please DocuSign: Trademark Assignment - MatrixOneSource (Vensure Draft) 08-23-21.pdf	
Source Envelope:	
Document Pages: 4	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Brian Pincket
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2600 W Geronimo Place
	Suite 100
	Chandler, AZ 85224
	Brian.Pincket@vensure.com
	IP Address: 50.229.127.66

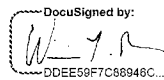
**Record Tracking**

Status: Original	Holder: Brian Pincket	Location: DocuSign
10/27/2021 10:26:19 AM	Brian.Pincket@vensure.com	

**Signer Events**

William Perez  
 bperez@matrixonesource.com  
 Security Level: Email, Account Authentication (None)

**Signature**



Signature Adoption: Drawn on Device  
 Using IP Address: 50.229.127.66  
 Signed using mobile

**Timestamp**

Sent: 10/27/2021 10:27:39 AM  
 Viewed: 10/27/2021 10:32:22 AM  
 Signed: 10/27/2021 10:34:23 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/27/2021 10:32:22 AM  
 ID: a2c0529a-d138-41b9-a53d-af7ee7411d01

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/27/2021 10:27:39 AM
Certified Delivered	Security Checked	10/27/2021 10:32:22 AM
Signing Complete	Security Checked	10/27/2021 10:34:23 AM
Completed	Security Checked	10/27/2021 10:34:23 AM

**Payment Events**      **Status**      **Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Vensure Employer Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**



Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Vensure Employer Services:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [AllClientRelations@Vensure.com](mailto:AllClientRelations@Vensure.com)

### **To advise Vensure Employer Services of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [AllClientRelations@Vensure.com](mailto:AllClientRelations@Vensure.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address other than the new address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Vensure Employer Services**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [AllClientRelations@Vensure.com](mailto:AllClientRelations@Vensure.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number.

### **To withdraw your consent with Vensure Employer Services**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to AllClientRelations@Vensure.com and in the body of such request you must state your email, full name, mailing address, and telephone number. Please provide the following information if you wish to withdraw consent: Name, Title, Phone, Email Address. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Vensure Employer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Vensure Employer Services during the course of your relationship with Vensure Employer Services.