

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711946

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Executive Women's Forum, Inc.		03/03/2022	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Diversified Search LLC		
Street Address:	2005 Market Street, Suite 3300		
City:	PHILADELPHIA		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4768443	CHEER	
Registration Number:	4780941	LEADERSHIP JOURNEY	
Registration Number:	4768441	LIFT	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-6225		
Email:	deschanej@ballardspahr.com		
Correspondent Name:	Jodi A. DeSchane		
Address Line 1:	2000 IDS Center, 80 South 8th Street		
Address Line 4:	Minneapolis, MINNESOTA 55402-2119		
ATTORNEY DOCKET NUMBER:	00380108		
NAME OF SUBMITTER:	Jodi A. DeSchane		
SIGNATURE:	/Jodi DeSchane-JJE/		
DATE SIGNED:	03/03/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is entered into and effective as of March 3, 2022 (the “Effective Date”), by and between Executive Women’s Forum, Inc. a New Jersey corporation (“Assignor”), and Diversified Search LLC, a Pennsylvania limited liability company (“Assignee”).

A. Assignor is the owner of the trademarks set forth on Attachment A (the “Trademarks”).

B. Assignor, Assignee and certain other persons are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), governing, among other things, the purchase and sale of the Acquired Assets and the assignment and assumption of the Assumed Liabilities. All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, on the terms and subject to the conditions therein, Assignor has agreed to assign to Assignee all of the Assignor’s right, title and interest in and to the Trademarks, and Assignee has agreed to acquire the Trademarks.

NOW, THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with all associated goodwill and all claims for damages by reason of past, present, and future infringement of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

2. Further Assurances. At any time and from time to time following the Closing, as and when requested by any party, each party covenants that it will take, or will cause to be taken, such action as the other party may reasonably request for conveying and confirming unto Assignee the entire right, title and interest in and to the Trademark.

3. Counterparts. This Assignment may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in “pdf” form) in two or more counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

4. Governing Law. This Assignment, will be governed by, and construed in accordance with, the laws of the state of Delaware, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

5. Relationship to Purchase Agreement. This Assignment is executed and delivered pursuant to, is in furtherance of, and is subject to the terms and conditions of, the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will prevail. Nothing contained in this Assignment will be deemed to alter, modify, expand or diminish the terms or provisions of the

Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements, and indemnities set forth therein.

* * * * *

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the Effective Date.

ASSIGNOR:

EXECUTIVE WOMEN'S FORUM

DocuSigned by:
Joyce Brocaglia
By: _____
Name: Joyce Brocaglia
Title: Chief Executive Officer

ASSIGNEE:

DIVERSIFIED SEARCH LLC

By: _____
Name: Thomas D'Ovidio
Title: Vice President

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed by the parties as of the Effective Date.

ASSIGNOR:

EXECUTIVE WOMEN'S FORUM


By: _____

Name: Joyce Brocaglia

Title: Chief Executive Officer

ASSIGNEE:

DIVERSIFIED SEARCH LLC

By:  _____

Name: Thomas D'Ovidio

Title: Vice President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007649 FRAME: 0242

Attachment A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
CHEER	4768443	July 7, 2015	USA
Leadership Journey	4780941	July 28, 2015	USA
LIFT	4768441	July 7, 2015	USA