

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM724029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northbound Executive Search LTD		02/28/2022	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	HQ Franchising Corporation		
Street Address:	111 Springhall Drive		
City:	Goose Creek		
State/Country:	SOUTH CAROLINA		
Postal Code:	29445		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5016304	NORTHBOUND EXECUTIVE SEARCH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	410-626-1500		
Email:	janoski@stakeholderbrands.com		
Correspondent Name:	Stephen G. Janoski		
Address Line 1:	900 Boucher Avenue		
Address Line 2:	Stakeholder Brands, LLC		
Address Line 4:	Annapolis, MARYLAND 21403		
NAME OF SUBMITTER:	Stephen G. Janoski		
SIGNATURE:	/SGJanoski/		
DATE SIGNED:	04/26/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("*Trademark Assignment*"), dated as of February 28, 2022, is made by Northbound Executive Search LTD ("*Seller*"), a New York corporation, in favor of HQ Franchising Corporation ("*Buyer*"), a Delaware corporation, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated January 24, 2021 (the "*Asset Purchase Agreement*").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademark registration set forth on Schedule 0 hereto and all issuances, extensions, and renewals thereof (the "*Assigned Trademark*"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Seller hereby authorizes the Commissioner for Trademark in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement,

to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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 one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, 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 any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

NORTHBOUND EXECUTIVE SEARCH LTD

By: Rachel Feder
Name: Rachel Feder
Title: Managing Partner

ACKNOWLEDGMENT

STATE OF New Jersey
COUNTY OF Bergen

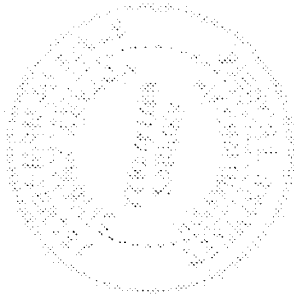
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On the 28 day of February, 2022, before me personally appeared Rachel Feder, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her authorized capacity as the Managing Partner of Northbound Executive Search LTD, the Seller, and acknowledged the instrument to be the free act and deed of Northbound Executive Search LTD, for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Pierce Brinker

My Commission Expires:

PIERCE J. BRINKER
Notary Public, State of New Jersey
Commission # 50065957
My Commission Expires 08/16/2022



HQ FRANCHISING CORPORATION

AGREED TO AND ACCEPTED:

By: [Signature]
Name: John D. McAnar
Title: Chief Legal Officer

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

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COUNTY OF BERKELEY

On the 28th day of February, 2022, before me personally appeared John D. McAnar, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that [he/she] executed the same [in [his/her] authorized capacity as the Chief Legal Officer of HQ Franchising Corporation, the Buyer, and acknowledged the instrument to be the free act and deed of HQ Franchising Corporation for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public
Printed Name: Jamie Close

My Commission Expires:

Jamie Close
Notary Public, State of South Carolina
My Commission Expires January 12, 2032