

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G3 Agency Corporation		04/27/2022	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Infobase Holdings, Inc.		
Street Address:	132 West 31st Street, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3597818	CAREERECO	
Registration Number:	5822897	RSVIP BY CAREERECO	
CORRESPONDENCE DATA			
Fax Number:	2026375910		
<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:	202-637-5600		
Email:	DCTrademark@hoganlovells.com		
Correspondent Name:	Anna Kurian Shaw of Hogan Lovells US LLP		
Address Line 1:	555 13th Street NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	772535.00001		
NAME OF SUBMITTER:	Katherine Bastian		
SIGNATURE:	/KB/		
DATE SIGNED:	05/05/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the “**Trademark Assignment**”) is made and effective as of April 27, 2022, by and between G3 Agency Corporation, a Georgia corporation (“**Seller**”), and Infobase Holdings, Inc. (“**Purchaser**”). Seller and Purchaser are each a “**Party**” and collectively referred to herein as the “**Parties**”.

WHEREAS, Seller, Purchaser, and Gayle Oliver have entered into that certain Asset Purchase Agreement, dated as of April 27, 2022 (the “**Agreement**”);

WHEREAS, Seller has adopted, owns and uses the respective registered trademarks set forth in Schedule 1 of this Trademark Assignment, and has adopted, is using, or intends to use the respective unregistered trademarks set forth in Schedule 1 of this Trademark Assignment (collectively, the “**Marks**”);

WHEREAS, Seller is the owner of the respective applications for trademark registration set forth in Attachment 1 of this Trademark Assignment (the “**Applications**”);

WHEREAS, pursuant to the Agreement, Seller desires to sell and has sold, and Purchaser has acquired, all of Sellers’ right, title and interest in and to the Marks and the Applications;

WHEREAS, this Trademark Assignment is being executed and delivered pursuant to Section 3.02 “Closing Deliverables” of the Agreement; and

WHEREAS, Seller wishes to confirm Purchaser’s ownership of those Marks and Applications and assign to Purchaser any right, title and interest that Seller may have in and to the Marks and Applications.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Seller hereby sells, transfers, conveys, assigns, and delivers to Purchaser and its successors and assigns, and Purchaser hereby accepts from Seller, free and clear of any Liens (as defined in the Agreement), any and all right, title and interest in and to the Marks and Applications, including all common law rights in same, in the United States of America and all other countries and jurisdictions of the world, together with all goodwill associated with the Marks and Applications and/or of the business symbolized by or related to the Marks and Applications, and all proprietary and intellectual property rights subsisting in the Marks and Applications, the same to be held and enjoyed by Purchaser for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Marks and Applications are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Seller if this assignment and sale had not been made.

2. Seller hereby assigns to Purchaser all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks and Applications, including in and under all causes of action of infringement and other actions (in law or in equity), claims and rights to damages or profits, due or accrued, arising out of past infringement of the Marks, or injury to the goodwill associated with the Marks.

3. Nothing contained in this Trademark Assignment shall be deemed to supersede, modify, limit, extend, add to, amend or in any way affect any of the rights or obligations of any party under the Agreement. In the event of a conflict between the terms and provisions of this Trademark Assignment and the Agreement, the terms and provisions of the Agreement shall govern and control

4. This Trademark Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Trademark Assignment and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware.

5. Seller agrees to execute and deliver such other documents and to take all such other actions which the Purchaser, its successors and assigns may commercially reasonably request to effect the terms of this Trademark Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be commercially reasonably required to effect the terms of this Trademark Assignment.

6. Seller shall, at the cost and expense of Purchaser, reasonably cooperate in any actions necessary for Purchaser to prosecute, renew or register its rights, title and interests in and to the Marks and Applications, including United States and foreign registrations, and reasonably cooperate in any actions brought to enforce the rights accompanying this Trademark Assignment against third parties.

7. Any waiver, amendment, modification or supplement of or to this Trademark Assignment shall be effective only if in writing and signed by all parties to this Trademark Assignment. In the event that any provision in this Trademark Assignment shall be determined to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Trademark Assignment shall not be in any way impaired, and the illegal, invalid or unenforceable provision shall be fully severed from this Trademark Assignment and there shall be automatically added a replacement provision as similar in terms and intent to such severed provision as may be legal, valid and enforceable.

8. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Trademark Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive. This Trademark Assignment may be executed in 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.

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IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment to be duly executed in duplicate originals and delivered by their duly authorized representative as of the date first written above.

SELLER:

G3 AGENCY CORPORATION

By: _____
Name: Gregory A. Oliver
Title: President

IN WITNESS WHEREOF, Seller and Purchaser have caused this Trademark Assignment to be duly executed in duplicate originals and delivered by their duly authorized representative as of the date first written above.

PURCHASER:

INFOBASE HOLDINGS, INC.

By: _____

Name: Paul Skordilis

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007712 FRAME: 0926

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

MARKS AND APPLICATIONS

Registered Marks and Applications:

Trademark	Status	Country	Trademark Application Serial No.	Application Date	Trademark Registration No.	Registration Date
CAREERECO	registered	US	77523327	7/16/2008	3597818	1/13/2019
RSViP by CAREERECO	registered	US	87925696	5/17/2018	5822897	7/30/2019

Tradename:

CAREERECO