

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728953

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900677672		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Public Technology, Inc.		12/19/2018	Non-Profit Corporation: D.C.
RECEIVING PARTY DATA			
Name:	The Computing Technology Industry Association, Inc.		
Street Address:	3500 Lacey Road, Suite 100		
City:	Downers Grove		
State/Country:	ILLINOIS		
Postal Code:	60515		
Entity Type:	Non-Stock Corporation: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5113367	CGCIO	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	105633-0303		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	05/19/2022		
Total Attachments: 10			
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page1.tif			
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page2.tif			

source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page3.tif
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page4.tif
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page5.tif
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page6.tif
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page7.tif
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page8.tif
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page9.tif
source=CompTIA-PTI - Asset Transfer Agreement (Redacted) (USPTO)#page10.tif

AGREEMENT

This Agreement (the “Agreement”) is dated December 19, 2018 (the “Execution Date”) and is made by and between The Computing Technology Industry Association, Inc. (“CompTIA”), a Connecticut nonstock corporation exempt from federal income tax pursuant to Section 501(c)(6) of the Internal Revenue Code (the “Code”), and Public Technology, Inc. (“PTI”), a District of Columbia nonprofit corporation exempt from federal income tax pursuant to Section 501(c)(3) of the Code.

RECITALS

WHEREAS, the Board of Directors of PTI has determined that it is in the best interests of PTI to transfer substantially all of its assets to CompTIA (the “Transfer”) and thereafter dissolve, and PTI’s Board of Directors has approved the Transfer;

WHEREAS, CompTIA desires to acquire substantially all of PTI’s existing assets and continue operating PTI’s educational programs consistent with section 501(c)(3) of the Code; and

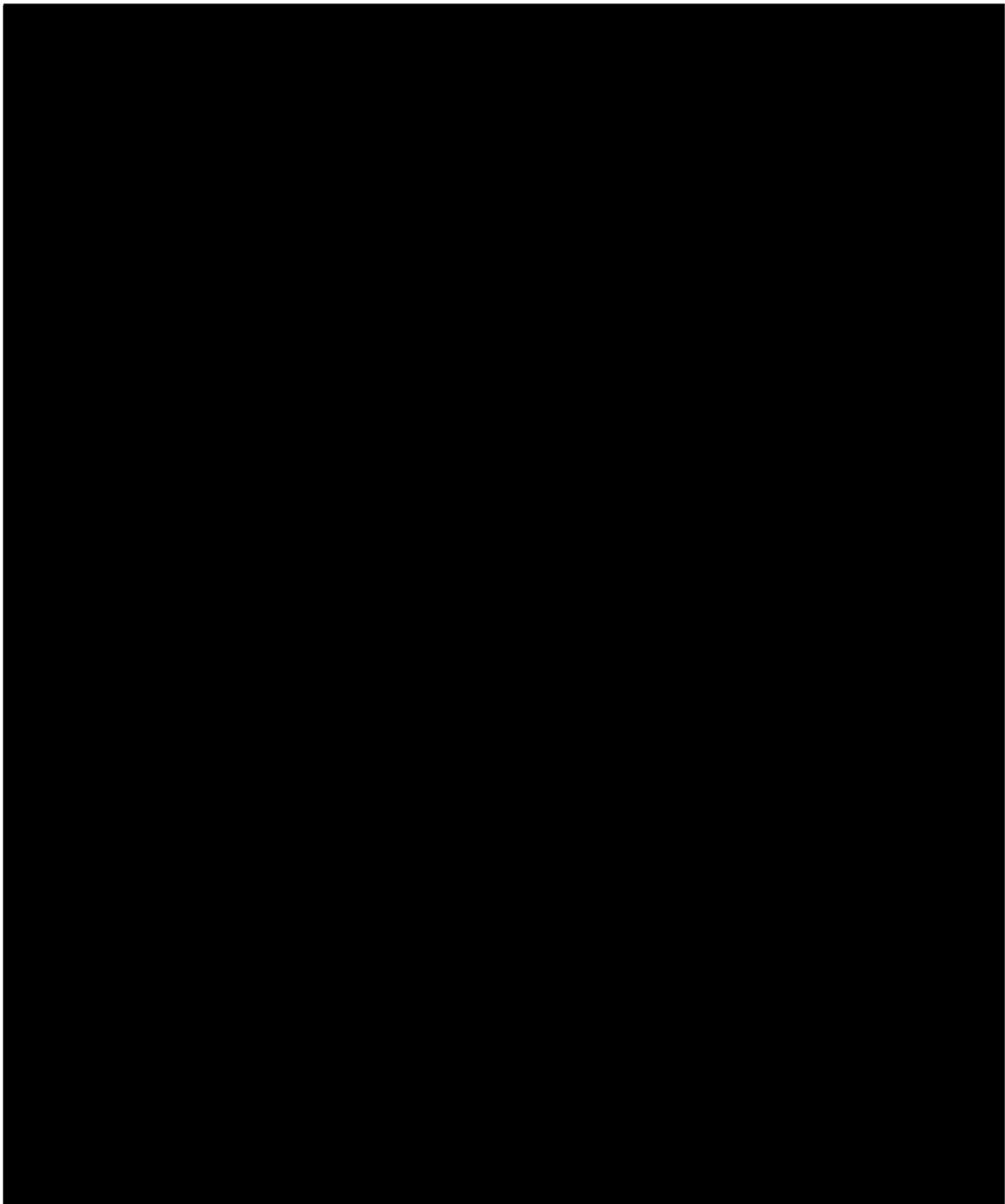
WHEREAS, the Board of Directors of CompTIA has determined that it is in the best interests of CompTIA to accept substantially all of PTI’s assets and has approved the Transfer.

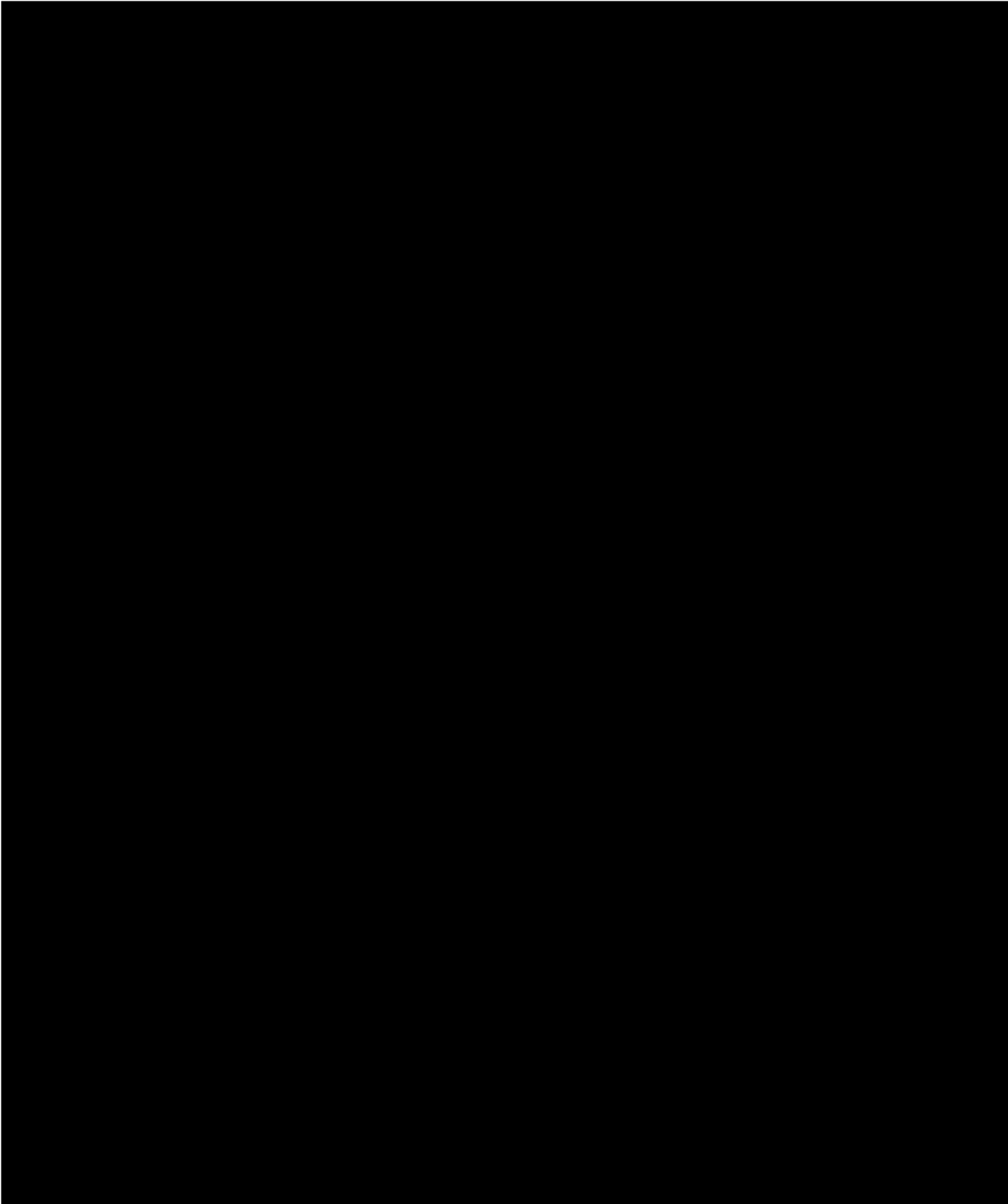
NOW, THEREFORE, in consideration of the promises and the mutual covenants set forth in this Agreement, the receipt and adequacy of which are mutually acknowledged, the parties agree to the following terms and conditions.

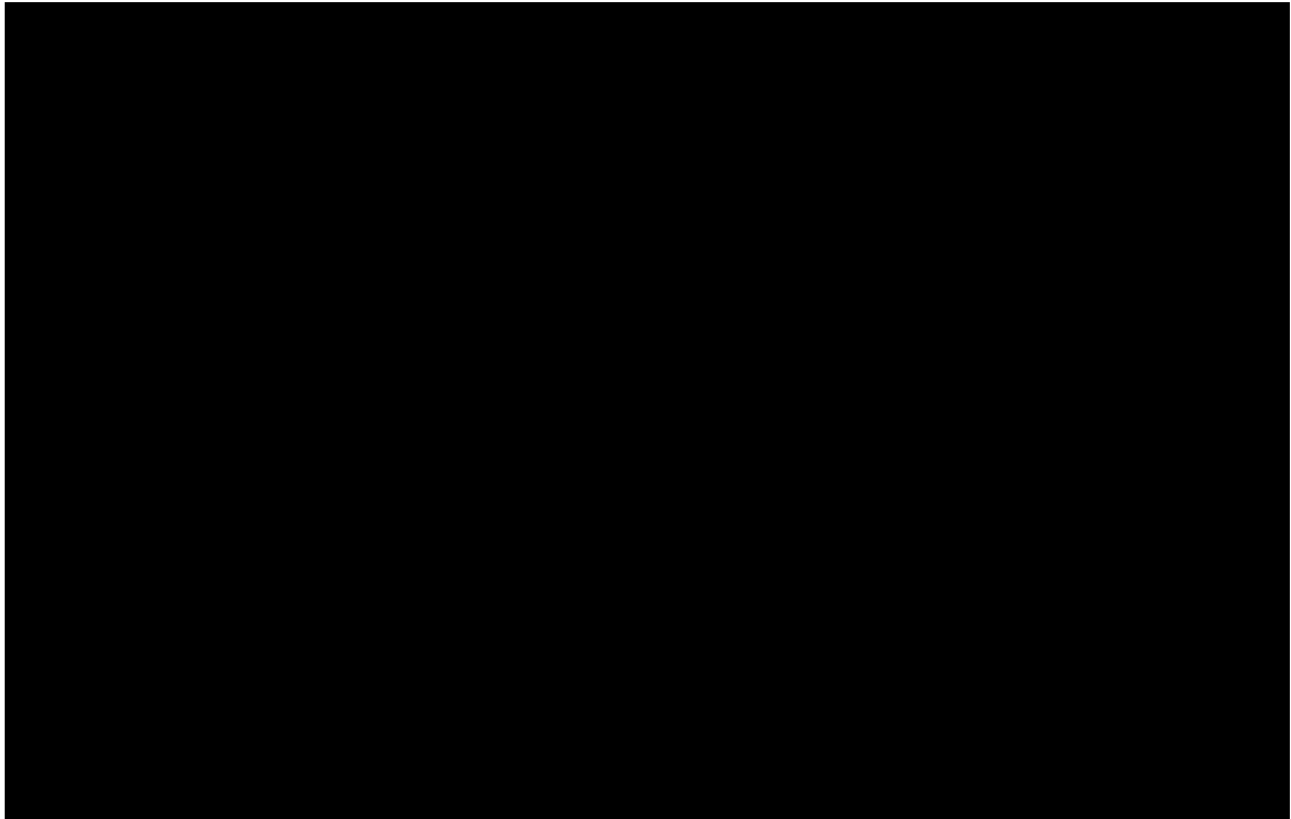
1. Assets.

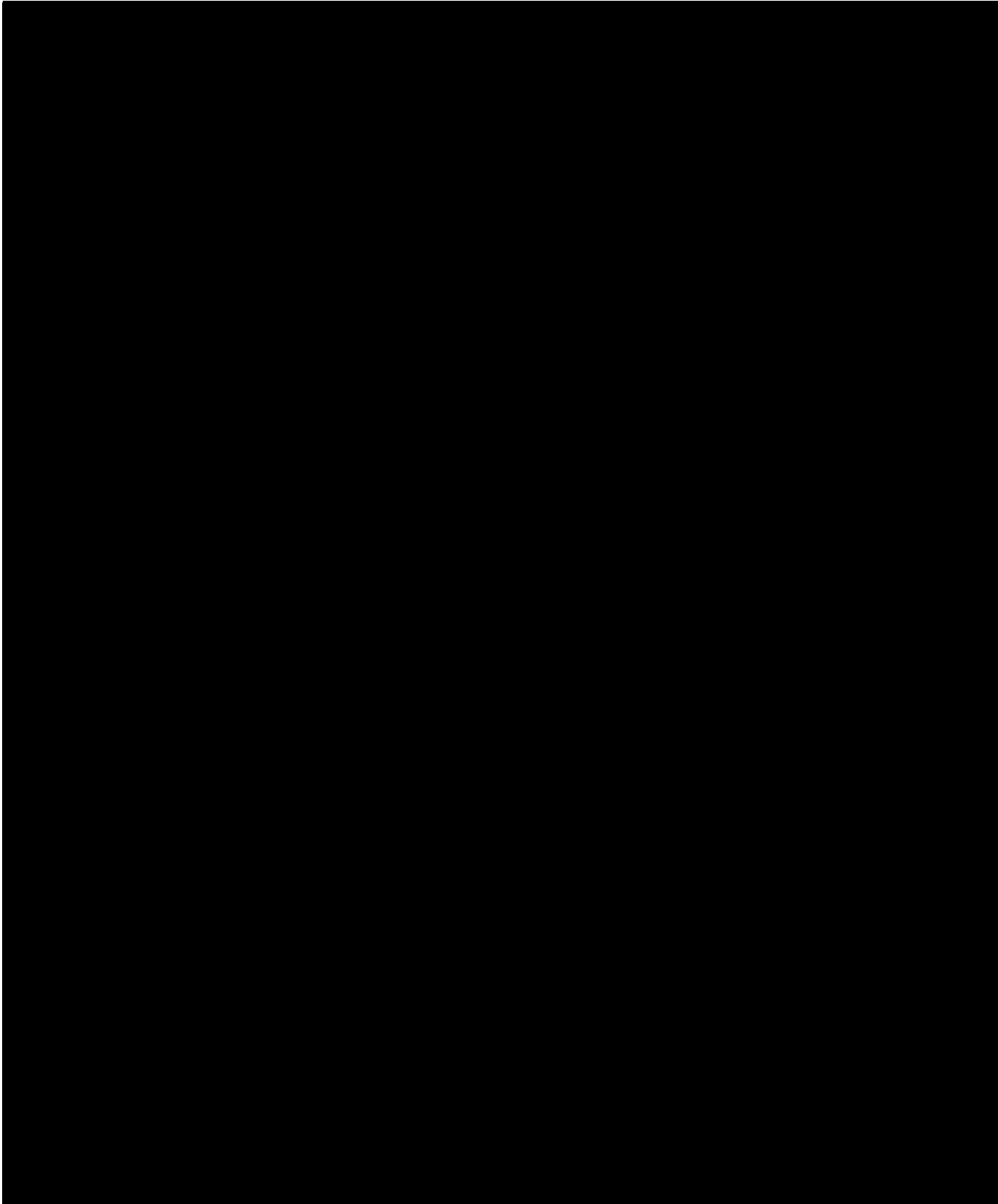
a. *Transfer of Assets.* Effective as of the Closing Date and subject to the terms and conditions of this Agreement, PTI will and does hereby contribute, transfer, assign, convey, and deliver to CompTIA, and its successors and assigns, all of PTI’s right, title, and interest in and to the assets to be transferred as further described below (the “Assets”), free and clear of any title defects, liens, restrictions, claims, charges, security interests, or other encumbrances (collectively, “Encumbrances”) of any nature whatsoever. CompTIA agrees to, and does hereby accept the Assets as of the Closing Date, subject to the terms and conditions of this Agreement. The “Assets” shall consist of all of the assets, whether tangible or intangible, held by PTI, including without limitation all goodwill associated therewith, and any and all of PTI’s:

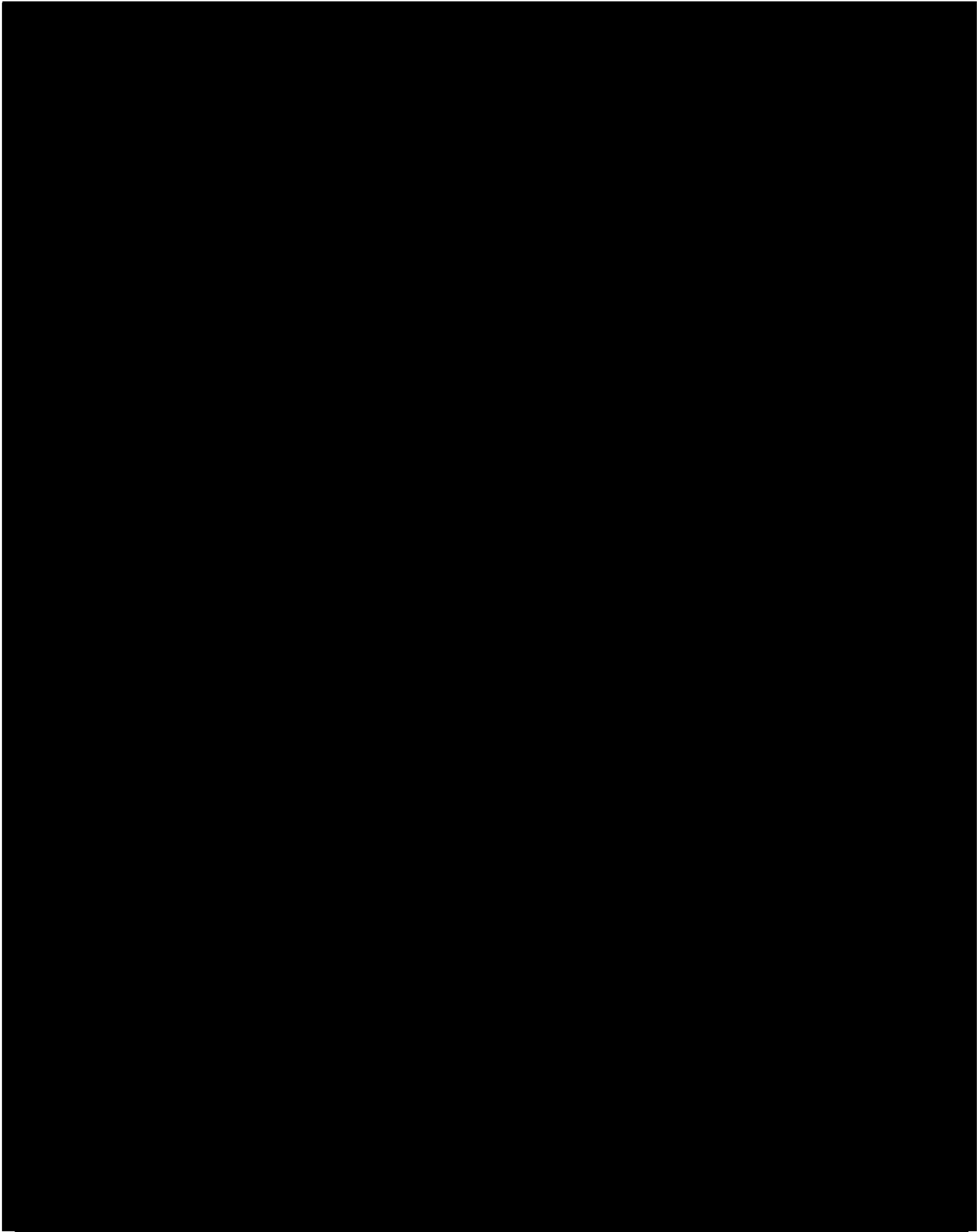
- i. cash, investments, equity, and other financial assets in the possession of PTI immediately prior to the Closing Date, except that PTI shall be permitted to retain sufficient funds for the sole purpose of completing its Post-Closing Obligations (as defined below), the remaining balance of which shall be transferred to CompTIA no later than ninety days following the Closing Date;
- ii. any accounts receivable;
- iii. intellectual property owned or licensed by PTI, including the trademarks, copyrights, and domain names;
- iv. agreements, licenses, contracts, and undertakings listed on Schedule 1.a, and any amendments thereto (collectively, the “Acquired Contracts”), as well as any contractual consents, approvals, authorizations, and waivers from third parties required to consummate the transfer of the Acquired Contracts;

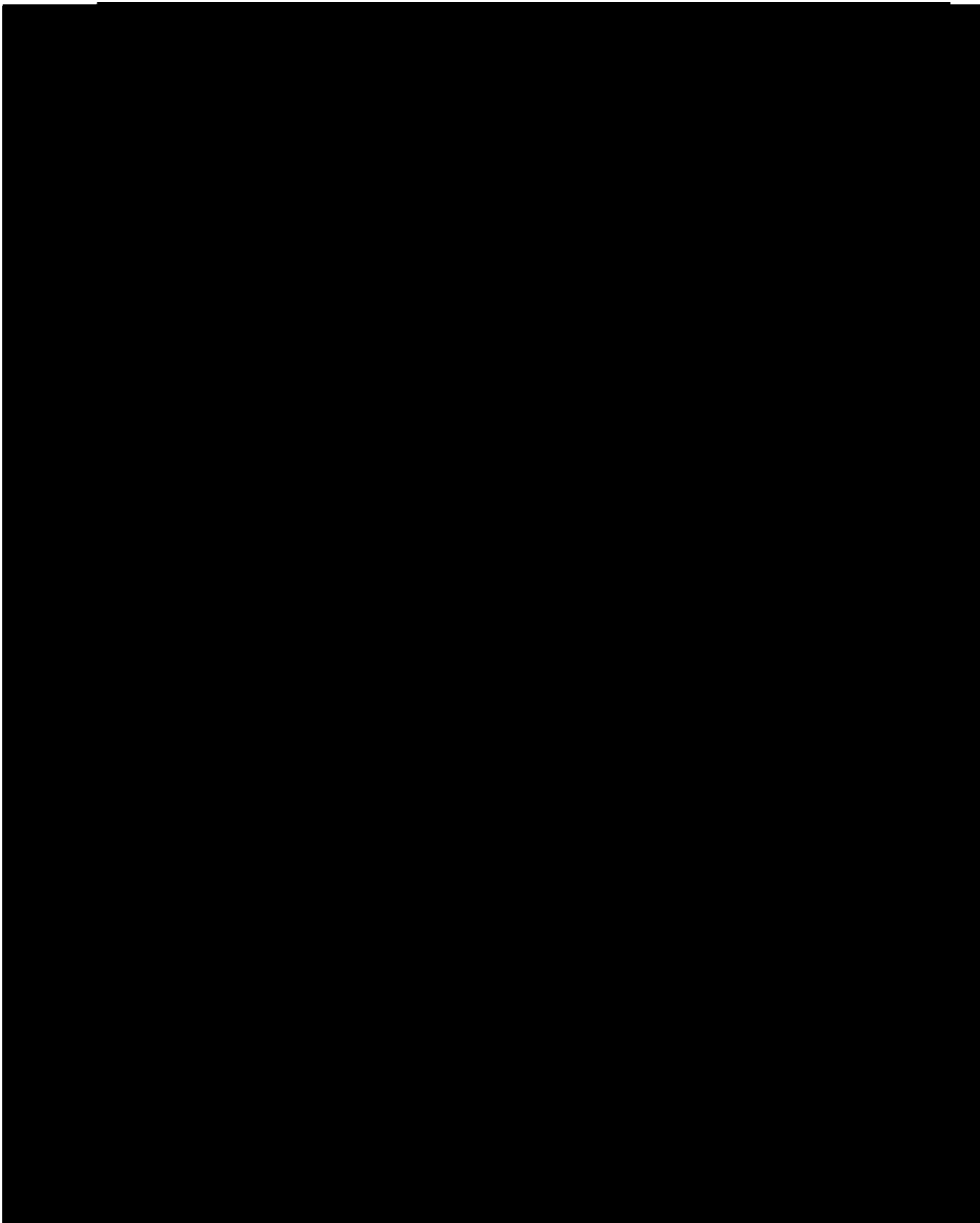












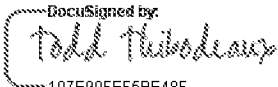
12. **Miscellaneous.**

- a. *Modifications.* This Agreement reflects the entire understanding, commitments, rights, and obligations of the parties with respect to the subject matter of the Agreement. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties.
- b. *Governing Law.* This Agreement shall be governed by, and construed and interpreted according to the laws of the State of Illinois, without regard to the conflicts of law rules thereof.
- c. *Assignment.* This Agreement shall not be assigned or assignable by either party without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding on the parties and their respective successors and assigns.
- d. *Section Descriptions.* All section and schedule headings are inserted for the convenience of the parties and shall not be used in any way to modify, limit, construe, or otherwise affect this Agreement.
- e. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same instrument.
- f. *Waiver.* No failure or delay of a party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of any party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party.
- g. *Severability.* If any term or other provision of this Agreement is invalid, illegal, or unenforceable by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
- h. *No Third-Party Beneficiaries.* This Agreement shall be binding upon and inure solely to the benefit of each party hereto and its successors, and nothing in this Agreement is intended to or shall confer upon any other person any legal or equitable rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement.

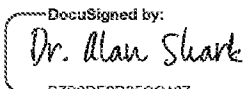
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

The Computing Technology Industry Association, Inc.

By: 
107E90FEF5BE48F...
Name: Todd Thibodeaux
Title: CEO

Public Technology, Inc.

By: 
B792DF2D85CC487...
Name: Alan R. Shark
Title: Executive Director



Schedule
Intellectual Property Assets

Trademarks

Trademark	Application No.	Application Filing Date	Registration No.	Registration Date
CGCIO	87018356	April 28, 2016	5113367	January 3, 2017