

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM730549

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900681347		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GF Data Resources LLC		03/08/2022	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Association for Corporate Growth, Inc.		
<b>Doing Business As:</b>	ACG Global		
<b>Street Address:</b>	227 W Monroe Street, Suite 2100		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	not-for-profit: ILLINOIS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4013463	GF DATA	
<b>Registration Number:</b>	4666913	DEBTHEAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4075819801		
<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>	4075819800		
<b>Email:</b>	jdennis@shuffieldlowman.com		
<b>Correspondent Name:</b>	Julia D. Dennis, Esq.		
<b>Address Line 1:</b>	1000 Legion Place, Suite 1700		
<b>Address Line 4:</b>	Orlando, FLORIDA 32801		
<b>NAME OF SUBMITTER:</b>	Julia D. Dennis, Esq.		
<b>SIGNATURE:</b>	/Julia D. Dennis, Esq./		
<b>DATE SIGNED:</b>	05/26/2022		
<b>Total Attachments: 6</b>			
source=Project Search Light - Assignment of Intellectual Property (Trademarks only)_Redacted#page1.tif			
source=Project Search Light - Assignment of Intellectual Property (Trademarks only)_Redacted#page2.tif			

source=Project Search Light - Assignment of Intellectual Property (Trademarks only)\_Redacted#page3.tif  
source=Project Search Light - Assignment of Intellectual Property (Trademarks only)\_Redacted#page4.tif  
source=Project Search Light - Assignment of Intellectual Property (Trademarks only)\_Redacted#page5.tif  
source=Project Search Light - Assignment of Intellectual Property (Trademarks only)\_Redacted#page6.tif

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

This Assignment of Intellectual Property (the “**Assignment**”) is made and entered into this 8<sup>th</sup> day of March, 2022 (the “**Effective Date**”), by and between **GF DATA RESOURCES LLC**, a Pennsylvania limited liability company (“**Assignor**”) and **ASSOCIATION FOR CORPORATE GROWTH, INC.**, an Illinois not-for-profit corporation doing business as ACG Global (“**Assignee**”). This Assignment is being delivered pursuant to that certain Asset Purchase Agreement entered into on even date herewith by and between Assignor, Assignee, and certain other parties (the “**Purchase Agreement**”).

**WHEREAS**, Assignor owns certain intellectual property which is more particularly described in Section 1 hereto (collectively, the “**Assigned IP**”); and

**WHEREAS**, as required by the Purchase Agreement, Assignor desires to assign all Assignor’s right, title and interest in and to the Assigned IP to the Assignee for valuable consideration of which the Assignor hereby recognizes.

**NOW, THEREFORE**, in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

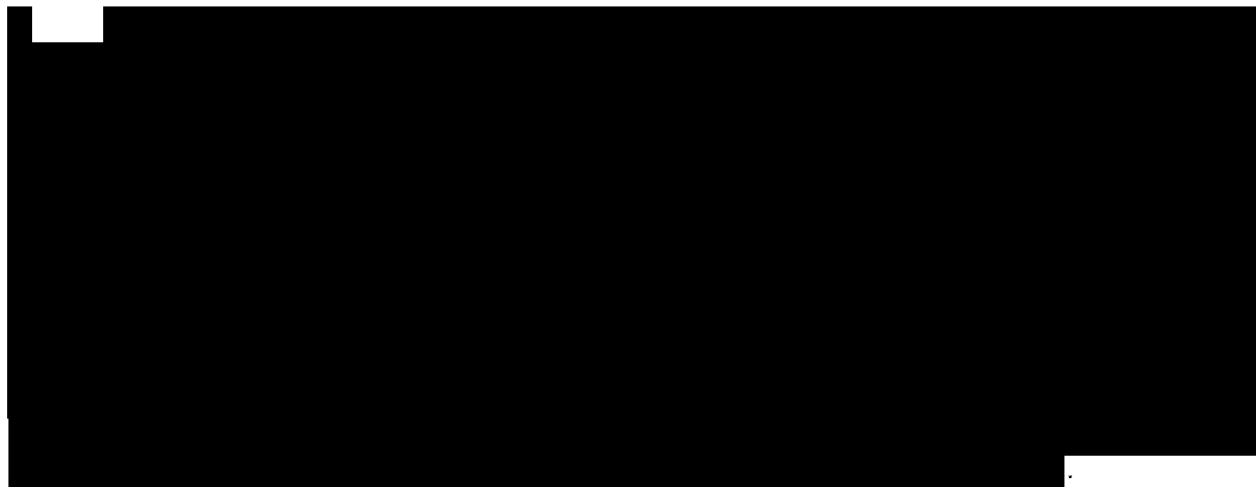
1. **Assignment of Intellectual Property**. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the following:

a. **Trademarks**. All of the Assignor’s trademarks set forth in Schedule 1 hereto, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby (the “**Assigned Trademarks**”).

b. **Copyrights**. All of the Assignor’s right, title, and interest in and to the copyrights set forth in Schedule 2 hereto (the “**Assigned Copyrights**”), including without limitation, (i) any common law right to sue and recover for past, present and future infringement and any of Assignor’s rights conferred by other states, nations, countries and territories throughout the world; and (ii) Assignor’s right to reproduce, adapt and prepare derivative works, distribute, perform and publicly display any work that is the subject of the Assigned Copyrights (the “**Work**”), and the right to assign or license, exclusively or non-exclusively, such Work; to have and to hold all of the rights stated in this paragraph unto the Assignee and its successors and assigns, for the full duration of all such rights, and any renewals or extensions thereof. Assignor hereby irrevocably waives, forfeits, relinquishes and abandons in favor of Assignee all moral rights including, without limitation, the right to the integrity of the Work and the right to be associated with such Work. Assignor acknowledges that Assignee shall own and possess all right, title and interest to the Work, to the extent currently owned by Assignor as set forth in Schedule 2, and Assignor disclaims any and all proprietary interest therein.

c. **Domain Names**. The domain names and registrations therefor set forth in Schedule 3 hereto (the “**Assigned Domain Names**”).

d. Intangible Assets. The goodwill and all other intangible assets described as the "Assets" in the Purchase Agreement.



3. Further Assurances. Assignor shall upon Assignee's request at any time, execute for Assignee, its successors and assigns, any assignments or any other documentary evidence or papers in connection with the establishing and maintaining of Assignee's and its successors and assigns, ownership and rights in the Assigned IP in any part of the world.

4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument with each party intending and consenting to be bound by this Assignment through their electronic signatures. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the ESIGN Act of 2000, e.g. [www.docuSign.com](http://www.docuSign.com)) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to principles of conflict of laws.

7. Venue and Jurisdiction. Venue for all suits arising pursuant to this Assignment shall lie exclusively in the courts of New Castle County, Delaware. By execution and/or adoption of this Assignment, each party hereby submits to the exclusive in personam jurisdiction of all courts of New Castle County, Delaware.

**[Signatures on Following Page]**

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

"ASSIGNOR"

GF DATA RESOURCES LLC  
a Pennsylvania limited liability company

By: Andrew T. Greenberg  
Name: Andrew T. Greenberg  
Title: Manager

By: \_\_\_\_\_  
Name: B. Graeme Frazier  
Title: Manager

"ASSIGNEE"

ASSOCIATION FOR CORPORATE  
GROWTH, INC., an Illinois not-for-profit  
corporation doing business as ACG Global

By: \_\_\_\_\_  
Thomas M. Bohn, CAE, MBA  
President/CEO

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

“ASSIGNOR”

**GF DATA RESOURCES LLC**  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Name: Andrew T. Greenberg  
Title: Manager

By: B. G. Frazier IV  
Name: B. Graeme Frazier  
Title: Manager

“ASSIGNEE”

**ASSOCIATION FOR CORPORATE  
GROWTH, INC.**, an Illinois not-for-profit  
corporation doing business as ACG Global

By: \_\_\_\_\_  
Thomas M. Bohn, CAE, MBA  
President/CEO

IN WITNESS WHEREOF, Assignors and Assignee caused this Assignment to be duly executed as of the date first written above.

“ASSIGNOR”

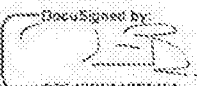
GF DATA RESOURCES LLC  
a Pennsylvania limited liability company

By: \_\_\_\_\_  
Andrew T. Greenberg  
Manager

By: \_\_\_\_\_  
B. Graeme Frazier  
Manager

“ASSIGNEE”

ASSOCIATION FOR CORPORATE  
GROWTH, INC., an Illinois not-for-profit  
corporation doing business as ACG Global

By:  \_\_\_\_\_  
Thomas M. Bohn, CAE, MBA  
President/CEO

*(Signature to Project Search Light - Assignment of Intellectual Property)*

**SCHEDULE 1**

**ASSIGNED TRADEMARKS**

The Trademarks assigned pursuant to this Assignment shall be as follows:

1. Registered word mark "GF DATA" (U.S. Registration No. 4013463)
2. Registered word mark "DEBTHEAD" (U.S. Registration No. 4666913)
3. Any additional unregistered rights the Assignor may possess with regards to all design and creative work prepared on behalf of Assignor, including any logos, web design/imagery, and report design and format.