

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM739309

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Compensation Works Corporation		06/01/2022	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alera Group, Inc.		
<b>Street Address:</b>	3 PARKWAY NORTH, SUITE 500		
<b>City:</b>	DEERFIELD		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60015		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97166030	COMPENSATION ON DEMAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	6172613115		
<b>Email:</b>	botrademarks@klgates.com		
<b>Correspondent Name:</b>	David J. Byer		
<b>Address Line 1:</b>	One Lincoln Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>NAME OF SUBMITTER:</b>	David J. Byer		
<b>SIGNATURE:</b>	/David J. Byer/		
<b>DATE SIGNED:</b>	07/06/2022		
<b>Total Attachments: 4</b>			
source=Compensation Works - Assignment#page1.tif			
source=Compensation Works - Assignment#page2.tif			
source=Compensation Works - Assignment#page3.tif			
source=Compensation Works - Schedule#page1.tif			

CH \$40.00 97166030

## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Agreement**”) is entered into effective as of June 1, 2022 by and among Compensation Works Corporation, a Washington corporation (“**Assignor**”), and Alera Group, Inc., a Delaware corporation (“**Assignee**”). All capitalized terms used herein and not otherwise described herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to the Asset Purchase and Contribution Agreement, dated of even date herewith (the “**Purchase Agreement**”), by and among Assignee, Assignor and the other parties thereto, Assignee is acquiring all of the Seller Intellectual Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and contained in the Purchase Agreement, the parties hereto agree as follows:

1. Assignor hereby sells, conveys, grants, transfers, assigns, releases and delivers to Assignee all of Assignee’s right, title and interest in and to the Seller Intellectual Property, including all goodwill associated therewith, all remedies against infringements thereof, and all claims, causes of action, rights of recovery and rights of set-off of any kind (including all damages and payments for past, present or future infringement or misappropriation of Seller Intellectual Property and the right to sue and recover for past infringements or misappropriations of Seller Intellectual Property).

2. Assignee hereby accepts the transfer and assignment of such Seller Intellectual Property.

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.

4. This Agreement shall be governed and construed by and enforced in accordance with the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and shall be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

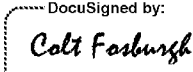
5. To the extent there is any inconsistent language or conflict between the Purchase Agreement and this Agreement, the terms of the Purchase Agreement shall govern.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

**ASSIGNOR:**

COMPENSATION WORKS CORPORATION

By:  397482578629456...  
Name: Colt J. Fosburgh  
Title: President

**ASSIGNEE:**

ALERA GROUP, INC.

By: \_\_\_\_\_  
Name: Alan J. Levitz  
Title: Chief Executive Officer

*Assignment of Intellectual Property (Compensation Works)*

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Assignment of Intellectual Property as of the date first set forth above.

**ASSIGNOR:**

COMPENSATION WORKS CORPORATION

By: \_\_\_\_\_

Name: Colt J. Fosburgh

Title: President

**ASSIGNEE:**

ALERA GROUP, INC.

By:  \_\_\_\_\_

Name: Alan J. Levitz

Title: Chief Executive Officer

*Assignment of Intellectual Property (Compensation Works)*

**Schedule 1.2(c)**

**Seller Intellectual Property**

- A) Pending USPTO application for word mark “Compensation on Demand”, Serial No. 97166030.
- B) [www.compensationworks.com](http://www.compensationworks.com) and [www.compensationworks.ca](http://www.compensationworks.ca) domains
- C) Internal company documentation regarding compensation consulting:
  - a. Pay Gap Excel Tool (the “Excel Tool”)
  - b. Compensation administration guidelines and policies for clients
  - c. 15-tab reporting package of compensation project information
  - d. Compensation administration design tool
  - e. Survey results from private schools in the Seattle area
  - f. FLSA analysis tool in excel
  - g. Standardized plan documents and plan document templates for incentive plans
  - h. Compensation slotting tool leveling
  - i. Variety of educational tools for various compensation topics
  - j. Proprietary methodologies developed for a variety of compensation topics
  - k. Benefits analysis tool and output
  - l. Short-term and long-term compensation modeling tools
  - m. Process checklists
  - n. Cost of living and cost of labor methodologies
  - o. Web blogs and white papers
  - p. Web videos
  - q. Survey output crosswalks