

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clerestory Consulting LLC		12/17/2021	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Ernst & Young U.S. LLP		
Street Address:	5 Times Square, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90487774	CLERESTORY CONSULTING	
Serial Number:	90487870	CLERESTORY	
Serial Number:	90487913	WE MAKE CHANGE STICK	
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:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	Robert A. Becker		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	151 West 42nd Street, 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	EYGN 2206107		
NAME OF SUBMITTER:	Anca Nicolescu		
SIGNATURE:	/ancanicolescu/		
DATE SIGNED:	10/11/2022		
Total Attachments: 5			
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TRADEMARK

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of December 17, 2021, between Clerestory Consulting LLC, an Illinois limited liability company ("Assignor"), and Ernst & Young U.S. LLP, a Delaware limited liability partnership ("Assignee").

WHEREAS, pursuant to, and upon the terms and subject to the conditions set forth in, that certain Asset Purchase Agreement dated as of November 14, 2021 (the "Purchase Agreement"), by and among Assignor, Linda Toops, Clerestory Corp., Michelle Kerr, MDK Partners, Inc., John Wick, Kodagroup, Ltd., and Assignee, Assignor has agreed to sell, assign, transfer and convey to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in, to and under all trademarks, service marks, trade dress and logos set forth on Schedule A hereto, together with the goodwill associated therewith and which is symbolized thereby, and all registrations, applications and renewals therefor (hereinafter collectively referred to as the "Trademarks").

NOW, THEREFORE, Assignor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and convey to Assignee, and Assignee hereby accepts the assignment and transfer of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all royalties, fees, income, damages, claims and payments for past, present and future infringements or misappropriations thereof, all rights and actions for past, present and future infringements or misappropriations thereof, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made. This Trademark Assignment and the rights and obligations hereunder shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.

Neither the making nor the acceptance of this sale, assignment, transfer and conveyance, shall enlarge, restrict or otherwise modify, amend or alter in any respect the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any liabilities, duties or obligations imposed thereby.

Except to the extent that U.S. federal law preempts state law with respect to matters covered hereby, this Trademark Assignment, and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Trademark Assignment, or the negotiation, execution or performance of this Trademark Assignment, shall be governed by the law of the State of Delaware, without regard to conflicts of law provisions thereof. **IN CONNECTION WITH ANY DISPUTE HEREUNDER, EACH PARTY HERETO WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.**

This Trademark Assignment may be executed in two or more counterparts (including by facsimile signature or by other electronic means, such as portable document format (.pdf) file),

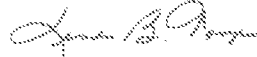
each of which shall be deemed to be an original and all of which shall be deemed to constitute the same Trademark Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

CLERESTORY CONSULTING LLC



By: _____

Name: Linda Toops

Title: Managing Member

ASSIGNEE:

ERNST & YOUNG U.S. LLP

By: _____

Name:

Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

CLERESTORY CONSULTING LLC


By: _____

Name:

Title:

ASSIGNEE:

ERNST & YOUNG U.S. LLP

By:  _____

Name: Steve Payne

Title: Americas Deputy Managing Principal

[Signature Page to Trademark Assignment]

TRADEMARK
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Schedule A

Trademarks

MARK	OWNER	SERIAL NO.	APP. DATE
CLERESTORY CONSULTING	Clerestory Consulting LLC	90487774	1/25/2021
CLERESTORY	Clerestory Consulting LLC	90487870	1/25/2021
WE MAKE CHANGE STICK	Clerestory Consulting LLC	90487913	1/25/2021

REDACTED