

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763896

<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>
OBJECTIVE MANAGEMENT GROUP, INC.		10/14/2022	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FAIRFIELD OPCO, LLC		
<b>Street Address:</b>	31 EAST 31ST STREET		
<b>Internal Address:</b>	#10F		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85520941	SALESMIND	
<b>Registration Number:</b>	4311599	OBJECTIVE MANAGEMENT GROUP	
<b>Registration Number:</b>	4307611	THE DAVE KURLAN SALES FORCE PROFILE	
<b>Registration Number:</b>	4322937	EXPRESS SCREEN	
<b>Registration Number:</b>	4235503	VISUAL PIPELINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048853900		
<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>	4048853868		
<b>Email:</b>	rusty.close@troutman.com		
<b>Correspondent Name:</b>	CHRISTOPHER CLOSE		
<b>Address Line 1:</b>	TROUTMAN PEPPER LLP		
<b>Address Line 2:</b>	600 PEACHTREE STREET NE, SUITE 3000		
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30308-2216		
<b>ATTORNEY DOCKET NUMBER:</b>	252807.000071		
<b>NAME OF SUBMITTER:</b>	Christopher C Close, Jr.		
<b>SIGNATURE:</b>	/Christopher C. Close Jr./		

CH \$140.00 85520941

**DATE SIGNED:**

10/27/2022

**Total Attachments: 10**

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is made as of October 14, 2022 by and between Objective Management Group, Inc., a Massachusetts corporation (“Assignor”), and Fairfield Opco, LLC, a Delaware limited liability company (“Assignee” and together with Assignor, the “Parties”). Except as otherwise defined herein or in any Exhibit attached hereto, capitalized terms used herein shall have the same meanings as set forth in the Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), among Assignor, Assignee and the other signatories thereto.

RECITALS

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, pursuant to which Assignee has agreed to purchase all right, title and interest in and to the Purchased Assets, which includes the Company Intellectual Property; and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to sell, convey, transfer, assign and deliver, and to cause Assignor to sell, convey, transfer, assign and deliver, to Assignee, all of Assignor’s right, title and interest in and to the Company Intellectual Property, free and clear of all Liens (other than Permitted Liens).

NOW, THEREFORE, in consideration of the above Recitals and in exchange for the Purchase Price, as set forth in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to the following, free and clear of all Liens (other than Permitted Liens):

(a) the Company Intellectual Property in accordance with the Asset Purchase Agreement, along with any and all registrations and applications for the Company Intellectual Property and any renewals and extensions of registrations or applications thereof that may be secured under any applicable law now or hereafter in effect, including but not limited to the Company Intellectual Property identified on Schedule 1 attached hereto;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Company Intellectual Property;

(c) all goodwill of any business associated and connected with the Company Intellectual Property or symbolized thereby; and

(d) the right, but no obligation, to bring suit and recover damages for past, present and future infringement, dilution, misappropriation or violation of any Company Intellectual Property everywhere in the world.

2. Assignor will provide to Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths and other documentation, and the delivery of any and all samples, exhibits, specimens and the like in the control of Assignor): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of registrations covering the Company Intellectual Property; and (b) in the implementation or perfection of this Agreement.

3. Assignor will cooperate to the extent reasonably necessary for Assignee to make any and all required filings to effectuate the assignment and transfer of the Company Intellectual Property to Assignee. Such cooperation will include, without limitation, effectuating the transfer of any and all domain names and social media accounts with appropriate registrars and third party social media operators.

4. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

5. This Agreement is being delivered in connection with and subject to the Asset Purchase Agreement, and, to the extent of any conflict between this Agreement and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and control.

6. Nothing contained in this Agreement is intended to provide any right, interest or remedy to any Person, other than Assignor and Assignee.

7. This Agreement, the negotiation, terms and performance of this Agreement, the rights of the Parties under this Agreement, the transactions contemplated therein or the negotiation, terms or performance hereof or thereof (whether sounding in contract, tort or otherwise), and all Actions arising under or in connection with this Agreement, will be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the Laws of any other jurisdiction.

8. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other Persons or circumstances. It is understood by the Parties that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Company Intellectual Property assigned to Assignee hereunder.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same instrument. The exchange of copies of this Agreement and of signature pages by email or other electronic transmission in portable document format (.pdf) shall constitute effective execution and delivery of this Agreement as to the Parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic transmission (e-mail) in portable document format (.pdf) shall be deemed to be their original signature for all purposes. Each Party hereby agrees that this Agreement may be executed and entered into electronically and that any electronic signature (as defined below), whether digital or encrypted, used by any Party is intended to authenticate this Agreement and to have the same legal force and effect as a manual signature. For purposes of this Section 9, the term “electronic signature” means any electronic symbol, designation or process attached to or logically associated with an agreement, document, instrument, record or contract and adopted by a Party with the intent to sign such agreement, document, instrument, record or contract.

10. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER, OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR

OTHERWISE. THE PARTIES HERETO AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 10 WITH ANY COURT OF COMPETENT JURISDICTION AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION AND ANY SUCH ACTION SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and delivered as of the date first written above.

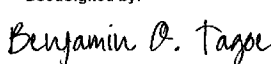
**OBJECTIVE MANAGEMENT COMPANY, INC.**

DocuSigned by:  
By: David Kurlan  
Name: David Kurlan  
Title: Chief Executive Officer

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and delivered as of the date first written above.

FAIRFIELD OPCO, LLC

DocuSigned by:  
  
By: 9E4017DF93C741A... \_\_\_\_\_  
Name: Benjamin Tagoe  
Title: President

**SCHEDULE 1**  
**Company Intellectual Property**

Trademark Registrations and Applications

Trademark	Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
SALESMIND Cross References: SALES MIND	United States	App #: 85520941 App Date:		Objective Management Group, Inc.	Abandoned
OBJECTIVE MANAGEMENT GROUP	United States	App #: 85520972 App Date: 1/20/2012	Reg #: 4311599 Reg Date: 4/2/2013	Objective Management Group, Inc.	Renewed
THE DAVE KURLAN SALES FORCE PROFILE	United States	App #: 85517669 App Date: 1/17/2012	Reg #: 4307611 Reg Date: 3/26/2013	Objective Management Group, Inc.	Cancelled
EXPRESS SCREEN	United States	App #: 85517677 App Date: 1/17/2012	Reg #: 4322937 Reg Date: 4/23/2013	Objective Management Group, Inc.	Cancelled
VISUAL PIPELINE	United States	App #: 85517683 App Date: 1/17/2012	Reg #: 4235503 Reg Date: 10/30/2012	Objective Management Group, Inc.	Cancelled

Domain Names

Domain Name	Registrar	Registrant/Registrant Organization	Expiration Date
objectivemanagement.com	GoDaddy	Objective Management Group, Inc.	9/27/2023
candidateanalyzer.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
editmyprofile.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
editmyregistration.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
expressscreen.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
object-management-group.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
objective.management	GoDaddy	Objective Management Group, Inc.	7/14/2023
objectivemanagement.biz	GoDaddy	Objective Management Group, Inc.	10/6/2023



Domain Name	Registrar	Registrant/Registrant Organization	Expiration Date
objectivemanagement.co	GoDaddy	Objective Management Group, Inc.	10/6/2023
objectivemanagement.in	GoDaddy	Objective Management Group, Inc.	10/7/2023
objectivemanagement.info	GoDaddy	Objective Management Group, Inc.	10/7/2023
objectivemanagement.net	GoDaddy	Objective Management Group, Inc.	10/7/2023
objectivemanagement.org	GoDaddy	Objective Management Group, Inc.	10/7/2023
objectivemanagement.us	GoDaddy	Objective Management Group, Inc.	10/6/2023
objectivemanagementgroup.com	GoDaddy	Objective Management Group, Inc.	3/29/2023
omgclient.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
omgdist.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
omgpartner.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
omgqlink.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
omgupgrade.com	GoDaddy	Objective Management Group, Inc.	10/7/2023
smartsizingtool.com	GoDaddy	Objective Management Group, Inc.	4/15/2023

Registered Copyright

Copyright	Date	Copyright Number
The Dave Kurlan sales force.	4/8/2002	TXu001026128
The Dave Kurlan sales force profile: sales manager's self-assessment (folio)	7/13/2005	TX0006208911
The Dave Kurlan sales force profile: salesperson's self-assessment.	7/13/2005	TX0006212891
Professional services firm profile: partner/associate self-assessment--bad partner.	7/13/2005	TX0006324849
KEY MANAGEMENT DYNAMICS (Your Assessment)	6/1/2009	TX0007377755
Corporate recruiting system: management manual for recruiting sales people.	9/26/2003	TX0005789487
Dave Kurlan Sales Force Profile--salesperson's self-assessment, report version 2. By David J. Kurlan, 1955-.	2/4/2004	TXu001191579
The Dave Kurlan Sales Force Profile. By David J. Kurlan, 1955-.	2/4/2004	TXu001191580

Copyright	Date	Copyright Number
Paragraphs in the Dave Kurlan Sales Force Profile--salesperson's self-assessment. By David J. Kurlan, 1955-.	2/4/2004	TXu001191581
The Dave Kurlan Client Development Profile: non-selling professional's self-assessment.	7/13/2005	TX0006196119
The Dave Kurlan sales force profile--salesperson's self-assessment (folio) By David J. Kurlan, 1955-.	2/2/2004	TXu001179841
The Dave Kurlan Sales Force Profile: salesperson's self-assessment: report version 1.	3/25/2002	TXu000747756
Dave Kurlan Sales Force Profile: salesperson's self-assessment: report version 2.	3/25/2002	TXu000747757
The Dave Kurlan Sales Force Profile--corporate screening kit for sales candidates /by David J. Kurlan, 1955-.	2/4/2004	TX0006543206
Executive summary of a sales organization: a sample.	6/27/2002	TXu001028978
Management overview: evaluation of your sales organization	6/27/2002	TXu001028980
Management overview--evaluation of your sales organization. By David J. Kurlan, 1955-.	7/28/2004	TXu001191610
The Dave Kurlan Sales Force Profile: corporate screening kit for sales candidates.	9/26/2003	TX0005789486
The Dave Kurlan Client Development Profile; non-selling professional's self-assessment (folio) By David J. Kurlan, 1955-.	1/3/2005	TX0006116198
The Dave Kurlan sales force profile--salesperson's self-assessment (folio) By David J. Kurlan, 1955-.	2/2/2004	TX0005902779
The Dave Kurlan Sales Force Profile.	4/22/2002	TXu001027553
The Dave Kurlan sales force profile: partner/associate self-assessment (folio)	7/13/2005	TX0006202919
Professional Services Firm Profile: partner/associate self-assessment.	7/13/2005	TX0006207619
The Dave Kurlan Sales Force Profile; salesperson's self-assessment (folio) By David J. Kurlan, 1955-.	2/2/2004	TX0005947068
The Dave Kurlan Sales Force Profile: sales manager's self-assessment.	4/8/2002	TX0005836330
[The Dave Kurlan sales force profile: salesperson's self-assessment (folio)]	4/8/2002	TX0005499587
STAR: Sales talent acquisition routine: Corporate recruiting system management manual: for recruiting sales people.	2/2/2006	TX0006326335
The Dave Kurlan Sales Force Profile: salesperson's self-assessment.	3/4/2002	TX0005476658
Confidential sales candidate screening:[sample--not hirable]	8/4/2003	TXu001111091

Copyright	Date	Copyright Number
Dave Kurlan Sales Force Profile--salesperson's self-assessment, report version 1. By David J. Kurlan, 1955-.	2/4/2004	TXu001191582
Paragraphs in the Management overview--evaluation of your sales organization. By David J. Kurlan, 1955-.	7/28/2004	TXu001191608
Confidential sales candidate screening (sample, hireable) By David J. Kurlan, 1955-.	7/28/2004	TXu001191611
KEY MANAGEMENT DYNAMICS (Your Team)	5/18/2009	TXu001708909
Corporate recruiting manual for sales candidates.	9/26/2003	TX0005789488
The Dave Kurlan Client Development Profile: non-selling professional's self-assessment.	4/8/2002	TX0005992770
Corporate recruiting manual for sales candidates /by David J. Kurlan, 1955-.	2/4/2004	TX0006543207
Business development: evaluation of your professional firm (FOLIO)	7/13/2005	TX0006212765
Salesperson's self-assessment: paragraphs in the Dave Kurlan Sales Force Profile.	3/25/2002	TXu000747758
All possible overview paragraphs.	6/27/2002	TXu001028979
Confidential sales candidate screening:[sample--hireable]	8/4/2003	TXu001111090
The Dave Kurlan Sales Force Profile--sales manager's self-assessment; folio. By David J. Kurlan, 1955-.	7/28/2004	TX0006010356
Corporate recruiting system--management manual for recruiting sales people. By David J. Kurlan, 1955-.	7/28/2004	TX0006010357
The Dave Kurlan sales force profile kit.	7/10/1990	PA0000506219
Executive summary of a sales organization--a sample. By David J. Kurlan, 1955-.	7/28/2004	TXu001191607
Confidential sales candidate screening (sample, not hireable) By David J. Kurlan, 1955-.	7/28/2004	TXu001191609

Proprietary Products/ Services:

- (a) "Sales Effectiveness and Improvement Analysis (SEIA)", previously "Impact Analysis" or "Management Overview" or "The Dave Kurlan Sales Force Profile" or "Executive Summary of a Sales Organization"
- (b) "Sales Insights", previously "Sales Evaluation" or "Salesperson Evaluation" or "Salesperson's Self-Assessment"
- (c) "Sales Management Insights", previously "Sales Management Evaluation" or "Sales Manager Evaluation" or "Sales Manager's Self-Assessment"
- (d) "Sales Leadership Insights", previously "Sales Leadership Evaluation" or "Sales Leader Evaluation"
- (e) "Sales Insights for the Non-Selling Professional", previously "Sales Evaluation for the Non-Selling Professional" or "Non-Selling Professional's Self-Assessment" or "Client Development Profile"
- (f) "Leadership Capabilities Evaluation" previously "Key Management Dynamics" or "KMD"
- (g) "Leadership Capabilities, Insights, and Analysis (LCIA)", previously "Key Management Dynamics Overview"
- (h) "Sales DNA Modifier", previously "SalesMind"
- (i) "Business Development Suitability, Effectiveness, and Improvement Analysis (BDSIEA)"
- (j) "Business Development Insights", previously "Business Development Evaluation" or "Partner/Associate in a Professional Services Firm Evaluation"
- (k) "Sales Candidate Assessment", previously "Salesperson Candidate Assessment" or "Salesperson Express Screen" or "Confidential Sales Candidate Screening Hiring Recommendation"
- (l) "Sales Management Candidate Assessment", previously "Sales Manager Candidate Assessment" or "Sales Manager Express Screen"
- (m) "Sales Leadership Candidate Assessment", previously "Sales Leader Candidate Assessment" or "VP/Director of Sales Express Screen" or "VP / Sales Director Candidate Screening"
- (n) "Sales Talent Acquisition Routine (STAR)", previously "Corporate Recruiting Manual for Sales Candidates"

Social Media Accounts

Social Media Platform	Account Link
Facebook	<a href="https://www.facebook.com/profile.php?id=100023989991057">https://www.facebook.com/profile.php?id=100023989991057</a>
LinkedIn	<a href="https://www.linkedin.com/company/objective-management-group/">https://www.linkedin.com/company/objective-management-group/</a>
Twitter	<a href="https://twitter.com/objectivemgmt?lang=en">https://twitter.com/objectivemgmt?lang=en</a>