

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thomson Reuters (Tax & Accounting) Inc.		11/30/2022	Corporation: TEXAS
WEST PUBLISHING CORPORATION		11/30/2022	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	CeriFi Acquisitions, LLC		
Street Address:	3625 Brookside Parkway, Suite 450		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1742953	MICROMASH	
Registration Number:	3257257	MY CLE KNOWLEDGE CENTER	
Registration Number:	2528655	REQWIRED	
Registration Number:	3598460	GEAR UP	
Registration Number:	2808514	PASSONLINE	
Registration Number:	5057432	CPEASY	
Registration Number:	2063164	CPE NETWORK	
Registration Number:	2715887	PASS	
Registration Number:	3456286	L LEARNLIVE TECHNOLOGIES TRANSFORM YOUR	
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:	8167531000		
Email:	jwillard@polsinelli.com		
Correspondent Name:	Joy Willard		
Address Line 1:	PO Box 140310		

CH \$240.00 1742953

Address Line 4:	Kansas City, MISSOURI 64114-0310
ATTORNEY DOCKET NUMBER:	095000-727436
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	01/23/2023
Total Attachments: 5 source=Project BlueBridge - Assignment of Trademarks corrected#page1.tif source=Project BlueBridge - Assignment of Trademarks corrected#page2.tif source=Project BlueBridge - Assignment of Trademarks corrected#page3.tif source=Project BlueBridge - Assignment of Trademarks corrected#page4.tif source=Project BlueBridge - Assignment of Trademarks corrected#page5.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of November 30, 2022, by Thomson Reuters (Tax & Accounting) Inc., a Texas corporation, and West Publishing Corporation, a Minnesota corporation (each an "Assignor" and collectively the "Assignors") to CeriFi Acquisitions, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Assignors and the other sellers party thereto, on the one hand, and Assignee and CeriFi, LLC, on the other hand, are parties to the Asset Purchase Agreement, dated as of September 16, 2022 (as it may be amended, supplemented or modified from time to time, the "Agreement"), providing for the execution and delivery of this Assignment (capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement);

WHEREAS, each Assignor owns and is using the trademarks and service marks set forth under such Assignor's name on Schedule I attached hereto and incorporated by reference herein, which are registered in, or for which application for registration has been filed in, the United States Patent and Trademark Office, together with any common law rights therein (collectively, the "Assigned Marks"); and

WHEREAS, Assignee desires to acquire all of the Assignors' right, title and interest in and to the Assigned Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee agree as follows:

Each Assignor does hereby irrevocably sell, transfer, assign and deliver to Assignee, free and clear of all Liens (other than Permitted Liens), (i) all right, title and interest of such Assignor in and to the Assigned Marks, together with any registrations, applications and renewals in connection therewith, and any and all goodwill of the business connected with the use of or symbolized by any of the foregoing, (ii) all past, present and future claims and causes of action arising out of or relating to any infringement, dilution or other violation or impairment of the foregoing, and the right to sue or otherwise recover therefor (and to retain any damages or other amounts recovered), and (iii) all proceeds, including license fees, royalties, income, claims, damages, proceeds of suit and other payments due and/or payable with respect to any of the foregoing on or after the Effective Time, the same to be held and enjoyed by Assignee, and its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Assignment had not been made.

The Assignors shall, and shall cause its Affiliates execute and deliver, without consideration, such other documents as Assignee may reasonably request, or take such additional actions as may be necessary or advisable in connection with the consummation of the transactions contemplated by the Agreement and this Assignment, to more effectively assign, transfer and convey to Assignee (or to record, evidence or perfect the same), and to put Assignee in actual possession and control of, the Assigned Marks. Without in any way limiting the foregoing, such actions shall include, but not be limited to, delivering to Assignee or its designee, in a reasonably timely manner, all correspondence related to the Assigned Marks that Assignors, or their Affiliates

or agents, receive (including any renewal advice or other notification received from the United States Patent and Trademark Office).

This Assignment and any claim, controversy or dispute arising under, in connection with or related to this Assignment will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to a Contract made and performed in that state, without regard to choice of law or conflict of law principles that would require the application of the Laws of any other jurisdiction.

This Assignment is intended only to effectuate and evidence the transfer of the Assigned Marks, including the rights therein as provided in the first paragraph above, and does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, or the terms of, the Agreement. In the event of any conflict between the Agreement and this Assignment, the provisions of the Agreement shall control.

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.

[Signature Page Follows]

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


THOMSON REUTERS (TAX & ACCOUNTING), INC.

DocuSigned by:
By: Scott Nelson
Name: Scott Nelson
Title: Vice President

WEST PUBLISHING CORPORATION

DocuSigned by:
By: Scott Nelson
Name: Scott Nelson
Title: Vice President

CERIFI ACQUISITIONS, LLC

DocuSigned by:


By: _____

Name: Matthew Given


Title: Chief Executive Officer

SCHEDULE I

WEST PUBLISHING CORPORATION

Mark	Registration Number	Registration Date
MICROMASH	1,742,953	December 29, 1992
MY CLE KNOWLEDGE CENTER	3,257,257	June 26, 2007
REQUIRED	2,528,655	January 8, 2002

THOMSON REUTERS (TAX & ACCOUNTING) INC.

Mark	Registration Number	Registration Date
GEAR UP	3,598,460	March 31, 2009
PASSONLINE	2,808,514	January 27, 2004
CPEASY	5,057,432	October 11, 2016
CPE NETWORK	2,063,164	May 20, 1997
PASS	2,715,887	May 13, 2003
LEARNLIVE and Design 	3,456,286	July 1, 2008