

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792854

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900736780

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pendo Management, LLC		11/30/2022	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Class Valuation LLC
Street Address:	2600 Bellingham Drive
Internal Address:	Suite 100
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48083
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	6100525	PENDO
Registration Number:	6117078	PENDO FOR WHAT IT'S WORTH
Registration Number:	6117079	P PENDO FOR WHAT IT'S WORTH
Registration Number:	6123402	P
Registration Number:	6123403	P

CORRESPONDENCE DATA

Fax Number: 2033255001

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.

Phone: 2033255049

Email: mholmes@fdh.com

Correspondent Name: Matthew Holmes

Address Line 1: Six Landmark Square

Address Line 2: Floor Six

Address Line 4: Stamford, CONNECTICUT 06901

NAME OF SUBMITTER:	Matthew Holmes
SIGNATURE:	/Matthew Holmes/
DATE SIGNED:	03/08/2023

Total Attachments: 7

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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of November 30, 2022 by and between Pendo Management, LLC, a Missouri limited liability company ("Assignor"), and Class Valuation LLC, a Michigan limited liability company ("Assignee").

Reference is made to that Agreement and Plan of Merger (the "Agreement"), dated as of the date hereof, by and between Assignor and Assignee;

Assignor is the owner of the entire right, title and interest in and to the United States trademarks, trade names, registrations, and trademark applications set forth on Exhibit A hereto (the "Assigned Intellectual Property"); and

Assignor and Assignee desire that all of Assignor's respective right, title and interest in and to all the Assigned Intellectual Property be assigned, transferred, conveyed and delivered to Assignee.

In consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.
 - a. Assignment. Without any representation or warranty hereunder, Assignor hereby irrevocably and unconditionally assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest of Assignor in and to the Assigned Intellectual Property and the registrations thereof (including any and all common law rights associated with the Assigned Intellectual Property), together with the goodwill connected with the use thereof (as applicable) and symbolized thereby, to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the Assigned Intellectual Property is granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, and together with all income, royalties and claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for Assignee's use and benefit and for the use and benefit of Assignee's successors and assigns.
 - b. Further Assurances. Assignor hereby agrees to execute any necessary and customary forms required by the US Patent and Trademark Office or any domain name registry to effect such assignment, and/or any forms which may be appropriate and desired by Assignee for such purposes.
2. Acceptance. Assignee hereby accepts the foregoing assignment of the Assigned Intellectual Property.
3. Miscellaneous.

- a. Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.
- b. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.
- c. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.
- d. Counterparts. This Agreement may be executed in one or more original or electronic counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNOR:

PENDO MANAGEMENT, LLC

By: _____
Name: John Hamameh
Title: Chief Legal and Compliance Officer

DocuSigned by:
John Hamameh
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ASSIGNEE:

CLASS VALUATION LLC



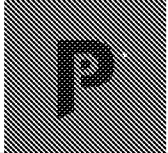
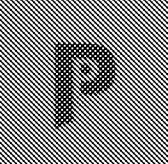
By: _____
Name: John Hamameh
Title: Chief Legal and Compliance Officer

DocuSigned by:
John Hamameh
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Exhibit A

Assigned Intellectual Property

Trademarks:

Mark	Registration	Live/Dead	Jurisdiction
PENDO	6100525	Live	United States
	6117078	Live	United States
	6117079	Live	United States
	6123402	Live	United States
	6123403	Live	United States

CSCU/CD-750 (Rev. 09/21)

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

NOV 30 2022

AC1

(FOR BUREAU USE ONLY)

\$300 MC CEPAS 22113049608430

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

NOV 30 2022

ADMINISTRATOR
CORPORATIONS DIVISION

Name

Christopher Butler c/o Finn Dixon & Herling LLP

Address

Six Landmark Square, Floor Six

City

Stamford, CT 06901

State

ZIP Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF MERGER**For use by Limited Liability Companies**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate of Merger:

1. The name of each constituent limited liability company and their identification numbers are:

Pendo Management, LLC

801879450

Class Valuation LLC

802172165

2. The name of the surviving limited liability company and its identification number is:

Class Valuation LLC

802172165

3. Check one of the following:

There are no changes to be made to the Articles of Organization of the surviving limited liability company.

The amendments to the Articles, or a restatement of the Articles, of the surviving limited liability company to be effected by the merger are as follows:

TRADEMARK**REEL: 008000 FRAME: 0678**

4. Other provisions with respect to the merger are as follows:

5. Complete only if an effective date is desired other than the date of filing. This date must be no more than 90 days after receipt of this document in this office.
The merger shall be effective on the _____ day of _____, _____.

6. The Plan of Merger was approved by the members of each constituent limited liability company in accordance with section 702(1).

7. The merger is permitted by the law of the jurisdiction under whose law each foreign constituent company is organized and each foreign constituent company has complied with that law in effecting the merger.

8. The assumed names being transferred to continue for the remaining effective period of the Certificate of Assumed Name on file prior to the merger are:

<u>Assumed name</u>	<u>LLC transferred from</u>	<u>Expiration date</u>
_____	_____	_____
_____	_____	_____

9. Nonsurvivor name as new assumed names under which business is to be conducted are:

This Certificate is hereby signed as required by Section 103 of the Act.

Signed this 30th day of November, 2022

Pendo Management, LLC

DocuSigned by: _____ (iability Company)
By John Hamameh
_____ (Signature of Member, Manager or Authorized Agent)
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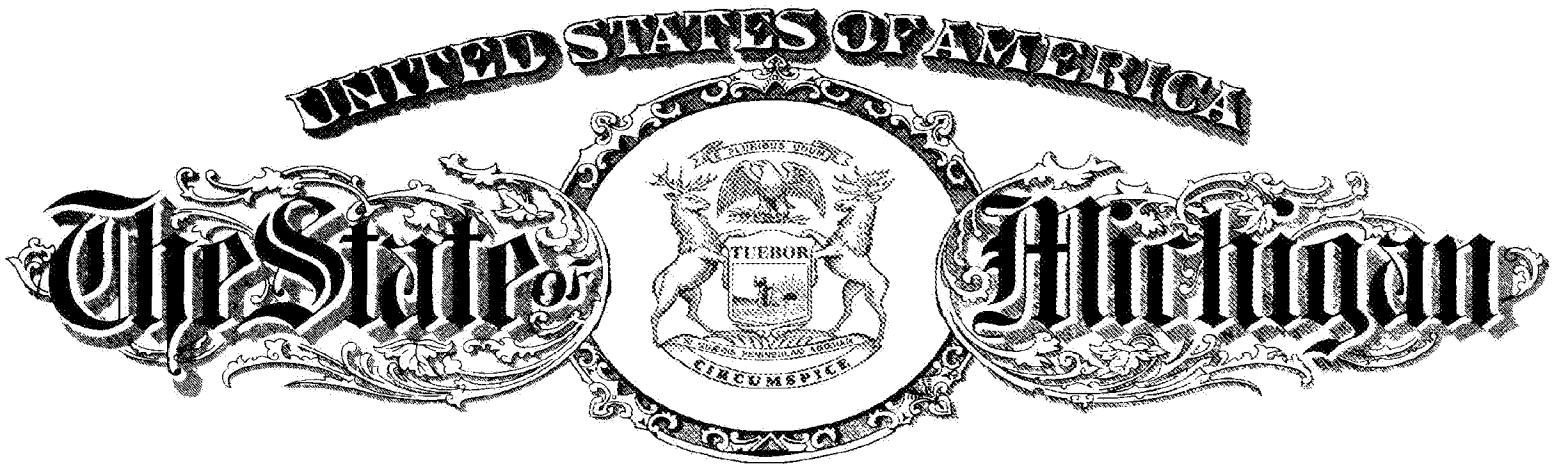
John Hamameh, Chief Legal and Compliance Officer
(Type or Print Name and capacity)

Signed this 30th day of November, 2022

Class Valuation LLC

DocuSigned by: _____ (ed Liability Company)
By John Hamameh
_____ (Signature of Member, Manager or Authorized Agent)
CCC08583D8424E6...

John Hamameh, Chief Legal and Compliance Officer
(Type or Print Name and capacity)



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 22120081303

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 5th day of December, 2022.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

RECORDED: 12/08/2022

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