

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arista Consulting Group, LLC		09/01/2022	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Alera Group, Inc.		
Street Address:	3 Parkway North		
City:	Deerfield		
State/Country:	ILLINOIS		
Postal Code:	60015		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3920339	ARISTA CONSULTING GROUP	
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:	6172613115		
Email:	botrademarks@klgates.com		
Correspondent Name:	David J. Byer		
Address Line 1:	One Lincoln Street		
Address Line 4:	Boston, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	David J. Byer		
SIGNATURE:	/David J. Byer/		
DATE SIGNED:	03/29/2023		
Total Attachments: 4			
source=Trademark Assignment -Arista#page1.tif			
source=Trademark Assignment -Arista#page2.tif			
source=Trademark Assignment -Arista#page3.tif			
source=Trademark Assignment -Arista#page4.tif			

CH \$40.00 3920339

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of September 1, 2022, by Arista Consulting Group, LLC, a Georgia limited liability company formerly known as TBC-Wright Consulting, LLC, with an address of DPT # 4022, 4145 Shackleford Rd, Suite 330B, Norcross, GA 30093-3540 (the "Assignor"), to ALERA GROUP, INC., a Delaware corporation, with an address of 3 Parkway North, Deerfield, IL 60015 (the "Assignee") (each a "Party," and collectively the "Parties"). All capitalized terms used herein and not otherwise described herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of the trademarks and applications for trademarks identified on Schedule A attached hereto (collectively, the "Marks"), together with the goodwill associated therewith;

WHEREAS, pursuant to the Asset Purchase and Contribution Agreement dated as of September 1, 2022 (the "Asset Purchase Agreement"), by and among Assignee, Assignor and the other parties thereto, Assignee is acquiring the Marks; and

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

1. Assignor hereby sells, conveys, grants, transfers, assigns, releases and delivers to Assignee all of the Marks, 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 the Marks and the right to sue and recover for past infringements or misappropriations of the Marks).
2. Assignee hereby accepts the transfer and assignment of the Marks.
3. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one instrument.
4. This Assignment 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 Asset Purchase Agreement and this Assignment, the terms of the Asset Purchase Agreement shall govern.

[signature pages follow]

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

ASSIGNOR:

ARISTA CONSULTING GROUP, LLC,
a Georgia limited liability company (f/k/a TBC-Wright Consulting, LLC)

By: 
Name: David Hatter
Title: Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

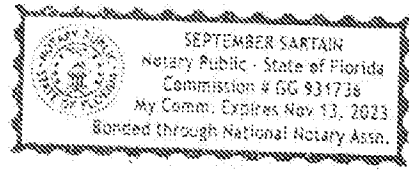
STATE OF GEORGIA Florida^{SS})
COUNTY OF Walton^{SS})

On August 31, 2022, before me, September Sartain, Notary Public, personally appeared David Hatter, who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature September Sartain
(seal)



[Signature page to Trademark Assignment (Arista)]

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date of Registration</u>	<u>Status</u>
Arista Consulting Group	US	77671976	3920339	February 15, 2011	Live