

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799390

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleveland Integrity Services, Inc.		03/31/2023	Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Cleveland Integrity Services, LLC		
Street Address:	370690 East Highway 65		
City:	Cleveland		
State/Country:	OKLAHOMA		
Postal Code:	74020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5882400	CLEVELAND INTEGRITY SERVICES	
Registration Number:	6077537	CIS	
Registration Number:	6077538	CIS	
Registration Number:	5836553	CLEVELAND ASSET INTEGRITY SERVICES	
Registration Number:	5882403	CAIS	
Registration Number:	5882404	CAIS CLEVELAND ASSET INTEGRITY SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Lauren Altus		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	56013-091		
NAME OF SUBMITTER:	Lauren Altus		
SIGNATURE:	/Lauren Altus/		

CH \$165.00 5882400

DATE SIGNED:	03/31/2023
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement (this “Agreement”), dated as of March 31, 2023 (the “Effective Date”), is entered into by and between Cleveland Integrity Services, Inc., an Oklahoma corporation (“Assignor”), and Cleveland Integrity Services, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor owns all right, title and interest in and to certain registered and unregistered trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, including all applications, registrations and renewals of the foregoing, and all goodwill connected with the use of and symbolized by the foregoing, including those set forth in Schedule A attached hereto (the “Assigned Trademarks”), which it desires to convey, transfer and assign to Assignee; and

WHEREAS, Assignee desires to accept such conveyance, transfer and assignment of the Assigned Trademarks.

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

SECTION 1. Assignment. Assignor hereby irrevocably, absolutely and unconditionally assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases, acquires and accepts, all of Assignor’s rights, title and interests of every kind, nature and description in, to and under the Assigned Trademarks. The assignment of the rights, title and interests in Assigned Trademarks pursuant to this Section 1 shall include (a) the assignment of all of such Assignor’s rights, title and interests in the Assigned Trademarks, (b) with respect to the Assigned Trademarks, any and all goodwill connected with the use of and symbolized by such Assigned Trademarks, (c) the rights, as applicable, whether accruing before, on, or after the Effective Date: (i) to sue and recover damages and obtain other equitable relief for past, present and future infringement, dilution, misappropriation or other violation or conflict associated with such Assigned Trademarks, (ii) to collect past, present and future royalties, damages, proceeds and other payments under such Assigned Trademarks, (iii) to claim priority based on such Assigned Trademarks under the laws of any jurisdiction and/or under international conventions or treaties, (iv) to prosecute, register, maintain and defend such Assigned Trademarks before any public or private agency, office or registrar and (v) to fully and entirely stand in the place of such Assignor and its affiliates, as applicable, in all matters related to such Assigned Trademarks as if this Agreement had not been made, and (d) any and all rights corresponding to any of the foregoing throughout the world.

SECTION 2. Recordation. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority so as to perfect its ownership of the Assigned Trademarks. Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Assigned Trademarks to Assignee as assignee of all of Assignor’s right, title and interest therein, thereto and thereunder, and to issue to Assignee all registrations which may issue with respect to any applications included in such Assigned Trademarks.

SECTION 3. No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and their respective affiliates, representatives, successors and permitted assigns, and nothing herein is intended or shall be construed to confer upon any party other than the parties hereto

and their respective affiliates, representatives, successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any terms hereof.

SECTION 4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 5. Governing Law, etc. This Agreement, and all matters, claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) based upon, arising out of or relating to this Agreement or the negotiation, execution or performance of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

SECTION 6. Further Assurances. From and after the Effective Date, upon Assignee's reasonable request and at Assignee's expense, Assignor shall cooperate with and assist Assignee and, as applicable, its affiliates, representatives, successors and assigns, to (a) execute, acknowledge and deliver all instruments of transfer, conveyance, assignment and assumption, powers of attorney, affidavits and any other documents, instruments or contracts, (b) file or cause to be filed all filings with the appropriate governmental authorities and/or domain name registrars and (c) take or cause to be taken all actions, in each case, as may be necessary to convey and transfer to and vest in Assignee and protect, perfect, record or otherwise confirm its right, title and interest in, to and under all of the Assigned Trademarks, and as otherwise may be appropriate to carry out the transactions contemplated by this Agreement.

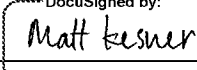
SECTION 7. Counterparts. This Agreement may be executed in two or more counterparts (including by digital or other electronic means), all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties and delivered to the other parties. Any copy of this Agreement made by reliable means (*e.g.*, photocopy or facsimile) is considered an original.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the Effective Date.

AGREED AND ACCEPTED:

CLEVELAND INTEGRITY SERVICES, INC.

By: 
Name: Matt Kesner
Title: Authorized Signatory

CLEVELAND INTEGRITY SERVICES, LLC

By: _____
Name: Dennis Woods
Title: Authorized Signatory

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the Effective Date.

AGREED AND ACCEPTED:

CLEVELAND INTEGRITY SERVICES, INC.

By: _____
Name: Matt Kesner
Title: Authorized Signatory

CLEVELAND INTEGRITY SERVICES, LLC

By:  _____
Name: Dennis Woods
Title: Authorized Signatory

{Signature Page to Trademark Assignment and Assumption Agreement}

SCHEDULE A

ASSIGNED TRADEMARKS

Registered Assigned Trademarks

Owner	Trademark	Jurisdiction	Registration #	Registration Date
CLEVELAND INTEGRITY SERVICES, INC.	CLEVELAND INTEGRITY SERVICES, INC. – NAME	UNITED STATES	5,882,400	10/15/19
CLEVELAND INTEGRITY SERVICES, INC	CIS – NAME	UNITED STATES	6,077,537	6/16/20
CLEVELAND INTEGRITY SERVICES, INC	CIS – LOGO	UNITED STATES	6,077,538	6/16/20
CLEVELAND INTEGRITY SERVICES, INC.	CLEVELAND ASSET INTEGRITY SERVICES - NAME	UNITED STATES	5,836,553	8/13/19
CLEVELAND INTEGRITY SERVICES, INC.	CAIS – NAME	UNITED STATES	5,882,403	10/15/19
CLEVELAND INTEGRITY SERVICES, INC.	CAIS – LOGO	UNITED STATES	5,882,404	10/15/19