

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ProCo Global, Inc.		02/28/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Ankura Consulting Group, LLC		
Street Address:	485 Lexington Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4144207	CHARTWELL COMPLIANCE	
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:	917 921 4579		
Email:	tmdocketing@heilbutllp.com		
Correspondent Name:	Wendy Heilbut		
Address Line 1:	Heilbut LLP		
Address Line 2:	276 Fifth Avenue, Suite 704, PMB 17		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Wendy Heilbut		
SIGNATURE:	/Wendy Heilbut/		
DATE SIGNED:	03/31/2023		
Total Attachments: 5			
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OP \$40.00 4144207

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of February 28, 2023, is entered into by and between ProCo Global, Inc., a Maryland corporation (“**Assignor**”) and Ankura Consulting Group, LLC, a Delaware limited liability company (“**Assignee**”) (each a “**Party**,” and collectively, the “**Parties**”).

WHEREAS, Assignor, Assignee and MVB Bank, Inc. have entered into an Asset Purchase Agreement dated as of the date hereof (the “**Asset Purchase Agreement**”), pursuant to which and on the terms and conditions set forth therein, among other things, Assignor agreed to sell, and MVB Bank, Inc. agreed to procure the sale to Assignee, and Assignee agreed to purchase from Assignor, the Purchased Assets, upon the terms and subject to the conditions set forth therein, with the consummation of such transactions occurring on the date thereof; and

WHEREAS, the Purchased Assets include the trademarks, trade names and domain names set forth on Exhibit A hereto (the “**Transferred IP**”); and

WHEREAS, Assignee desires to acquire, and Assignor desires to sell, assign, transfer, convey and deliver to Assignee, all of Assignor’s right, title and interest in and to the Transferred IP.

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

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all right, title and interest in and to the Transferred IP throughout the universe and all rights corresponding thereto (including any and all goodwill associated therewith), free and clear of all liens, together with all income, royalties or payments now or hereafter due or payable in relation to the Transferred IP, and all benefits, privileges, causes of action, common law rights, and remedies relating thereto, including, without limitation, all rights to: (a) apply for and maintain all registrations, renewals and/or extensions of the Transferred IP, (b) claim priority under any law or international convention with respect to the Transferred IP, (c) sue, counterclaim and otherwise bring actions and recover damages and payments for past, present and future infringement, misappropriation, dilution or other violation of the Transferred IP and (d) grant licenses or other interests in or to the Transferred IP, in each case, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Further Assurances. At the reasonable request of Assignee and at Assignee’s expense, Assignor shall execute and deliver any and all additional documents and perform any and all additional acts that may be reasonably required to assist Assignee (or its successors, assigns or legal representatives) in the implementation, registration, recordation, perfection, maintenance, enforcement or protection of this Agreement and Assignee’s right, title and interest in and to the Transferred IP.

3. Due Authorization. Assignor hereby authorizes and requests any official of any applicable governmental authority to (a) record Assignee as assignee and owner of the entire right, title and interest in and to the Transferred IP and (b) issue any and all registrations from any and all applications for registration included in the Transferred IP to and in the name of Assignee.

4. Domain Names. Immediately after the date hereof, Assignor shall transfer any and all domain names included in the Transferred IP from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names.

5. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

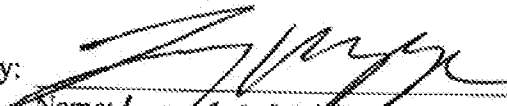
6. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.

7. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by other Party. Until and unless each Party has received a counterpart hereof signed by the other Party, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

[SIGNATURE PAGE FOLLOWS]

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

PROCO GLOBAL, INC.

By: 
Name: L. W. M. M. M. M.
Title: DIRECTOR

ANKURA CONSULTING GROUP, LLC

By: _____
Name: Kevin Lavin
Title: Chief Executive Officer

{Signature Page to IP Assignment Agreement}

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

PROCO GLOBAL, INC.

By: _____
Name:
Title:

ANKURA CONSULTING GROUP, LLC

By:  _____
Name: Kevin Lavin
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

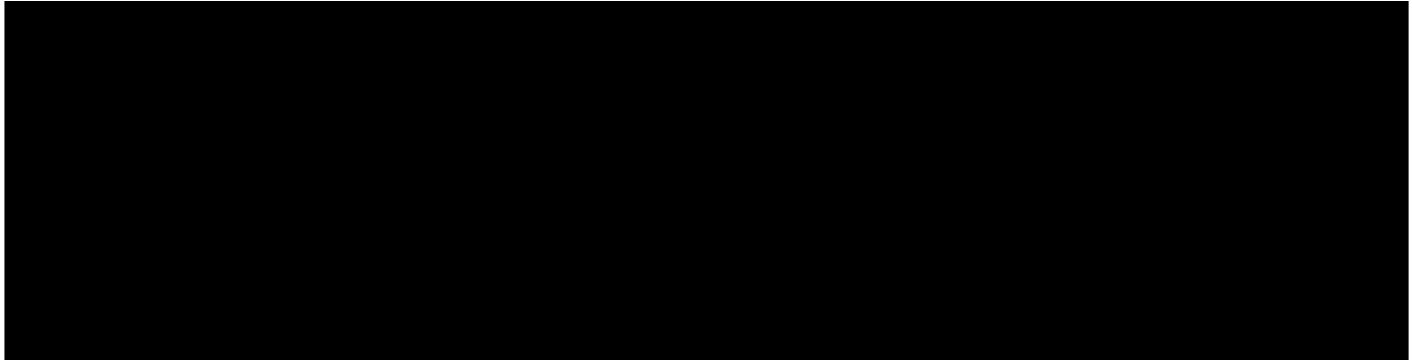
TRADEMARK
REEL: 008029 FRAME: 0007

EXHIBIT A

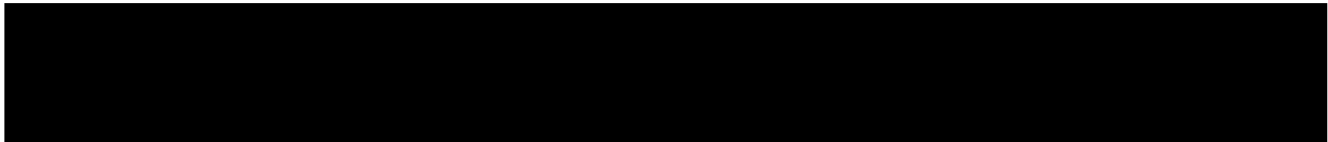
Trademarks

TRADEMARK	OWNER	COUNTRY	REG. NUMBER	REG. DATE
CHARTWELL COMPLIANCE	ProCo Global, Inc.	United States	4,144,207	May 15, 2012

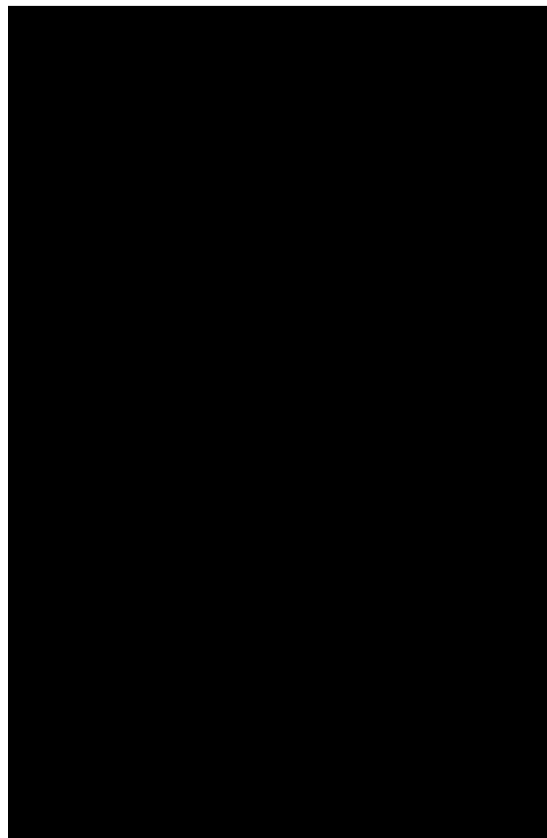
Trade Names



Unregistered Trademarks



Domain Names



19951274503AMERICAS

TRADEMARK