

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/27/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accuity Inc.		01/03/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Compliance Science, Inc.		
Street Address:	136 Madison Avenue, 8th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3553750	COMPLIANCEESSENTIALS	
Registration Number:	3431306	IACCP	
Registration Number:	3393759	INVESTMENT ADVISER CERTIFIED COMPLIANCE	
Registration Number:	3665689	NRS	
Registration Number:	3645057	NRS COMPLIANCEESSENTIALS	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<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:	312.368.4000		
Email:	ch.tm@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	PO Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	425250.000007		
NAME OF SUBMITTER:	Michael A. Geller		
SIGNATURE:	/Michael Geller/		
DATE SIGNED:	04/10/2023		

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Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective nunc pro tunc as of September 27, 2021, is made by and between Accuity Inc. (the "Assignor") and Compliance Science, Inc. (the "Assignee").

WHEREAS, Assignor is the owner of certain rights in and to the registered and/or pending trademark(s) application(s) identified on Schedule 1 and made part hereof (collectively, the "Marks");

WHEREAS, in connection with that certain Asset Purchase Agreement by and between Assignor and Assignee dated September 27, 2021 (the "Agreement"), Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee any and all rights Assignor owns in the Marks, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Marks in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration contained herein and in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Defined Terms. All defined terms herein adopt their meaning as defined in the Agreement. Where this Assignment provides a different meaning for any term or terms, this Assignment's definition shall be controlling for the purposes of this Assignment only.

2. Conveyance and Acceptance. Effective as of date hereof, Assignor irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns) and Assignee has accepted any and all of Assignor's rights, title and interest in and to the Marks worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Marks, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and any and all goodwill of the business associated with the use of, or symbolized by, the Marks.

3. Recordation. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any governmental entity.

4. Further Acts. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments as

may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

ASSIGNEE:

ACCUITY INC.

COMPLIANCE SCIENCE, INC.

By: DocuSigned by:
Creighton Frommer

By: DocuSigned by:
Amy Kadomatsu

Name: Creighton Frommer

Name: Amy Kadomatsu

Title: VP - Intellectual Property

Title: Chief Executive Officer

Date: 03 January 2023

Date: Apr-10-2023

SCHEDULE 1**Trademarks**

Title	Application Number	Registration Number
COMPLIANCEESSENTIALS	77/472714	3553750
IACCP	78/943339	3431306
INVESTMENT ADVISER CERTIFIED COMPLIANCE PROFESSIONAL	78/943296	3393759
NRS and Design	77/483524	3665689
NRS COMPLIANCEESSENTIALS	78/916673	3645057