

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM815167

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The National Institute for Excellence in Professional Education, L.L.C.		06/01/2023	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Surgent McCoy CPE, LLC		
Street Address:	237 Lancaster Ave		
City:	Devon		
State/Country:	PENNSYLVANIA		
Postal Code:	19333		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3064914	CERTIFIED SPECIALIST IN ESTATE PLANNING	
Registration Number:	3064913	CERTIFIED SPECIALIST IN RETIREMENT PLANN	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Jenna-Marie Tracy, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	32854.31		
NAME OF SUBMITTER:	Jenna-Marie Tracy, Esq.		
SIGNATURE:	/Jenna-Marie Tracy/		
DATE SIGNED:	06/05/2023		
Total Attachments: 4			
source=Trademark Assignment Agreement - NIEPE to Surgent McCoy (Executed 6.1.2023)#page1.tif			

CH \$65.00 3064914

source=Trademark Assignment Agreement - NIEPE to Surgent McCoy (Executed 6.1.2023)#page2.tif
source=Trademark Assignment Agreement - NIEPE to Surgent McCoy (Executed 6.1.2023)#page3.tif
source=Trademark Assignment Agreement - NIEPE to Surgent McCoy (Executed 6.1.2023)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 1, 2023, is made by The National Institute for Excellence in Professional Education, L.L.C., a Pennsylvania limited liability company ("Assignor"), in favor of Surgent McCoy CPE, LLC, a Pennsylvania limited liability company ("Assignee").

WHEREAS, the parties have entered into that certain Agreement and Plan of Merger dated June 1, 2023, pursuant to which Assignor has merged with and into Assignee with Assignee continuing as the surviving company (the "Merger");

WHEREAS, in connection with the Merger, Assignor wishes to transfer and assign certain assets, including the trademark registrations and applications listed on Schedule 1 hereto, together with any associated common law rights and goodwill associated with any of the foregoing (the "Trademarks"), and Assignee wishes to receive the same.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Agreement, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the Trademarks, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew any registration therefor, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this merger and assignment not been made;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the officials at the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance

to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

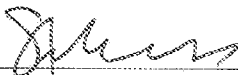
IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

THE NATIONAL INSTITUTE FOR
EXCELLENCE IN PROFESSIONAL
EDUCATION, L.L.C.

By: 
Name: Stephen Johnson
Title: Chief Financial Officer

SURGENT MCCOY CPE, LLC

AGREED TO AND ACCEPTED:

By: 
Name: Stephen Johnson
Title: Chief Financial Officer

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial No.	Registration No.	Trademark
76-628812	3064914	CERTIFIED SPECIALIST IN ESTATE PLANNING
76-628806	3064913	CERTIFIED SPECIALIST IN RETIREMENT PLANNING