

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM816709

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sales Performance International Holding NV		05/31/2023	Limited Liability Company: BELGIUM
RECEIVING PARTY DATA			
Name:	Sales Performance International, LLC		
Street Address:	4720 Piedmont Row drive		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2984454	PAIN CHAINS	
Registration Number:	2984453	PAIN SHEETS	
Registration Number:	4849886	S SALES PERFORMANCE INTERNATIONAL	
Registration Number:	3317668	SALES PERFORMANCE INTERNATIONAL	
Registration Number:	1647233	SOLUTION SELLING	
Registration Number:	2746939	SOLUTION SELLING	
Registration Number:	3312104	SPI	
Registration Number:	6167308	CONVERSATION GENIUS	
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>			
Email:	tm@bates-bates.com		
Correspondent Name:	Andrea E. Bates		
Address Line 1:	1890 Marietta Blvd NW		
Address Line 4:	Atlanta, GEORGIA 30318		
NAME OF SUBMITTER:	Kevin J. Dawson		
SIGNATURE:	/Kevin J. Dawson/		

CH \$215.00 2984454

DATE SIGNED:	06/12/2023
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Total Attachments: 4
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PART 2

TRANSFER OF US INTELLECTUAL PROPERTY RIGHTS

This Intellectual Property Assignment Agreement (this **Assignment**), effective as of May 31, 2023 (the **Effective Date**), is by and between Sales Performance International Holding NV, a limited liability company (*naamloze vennootschap*) incorporated and organized under the laws of Belgium (**Assignor**) and Sales Performance International, LLC, a North Carolina limited liability company (**Assignee**). Assignor and Assignee are each referred to in this Assignment as a **Party** and collectively as the **Parties**.

WHEREAS, Assignor and Assignee entered into that certain Agreement for the Contribution of Intellectual Property Rights dated as of May 31, 2023 (the **Agreement**);

WHEREAS, pursuant to the Agreement, Assignor agreed to contribute, assign, transfer, convey and deliver to Assignee, and Assignee agreed to accept from Assignor, all of Assignor's right, title and interest in, to and under all of the Assigned Intellectual Property Rights (as defined in the Agreement); and

WHEREAS, the Agreement contemplates the Parties entering into an intellectual property assignment agreement to effect the assignment to Assignee of certain trademarks and copyrights, and the Parties desire this Assignment to be such assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Agreement.

2. ASSIGNMENT

2.1. Assignor hereby irrevocably contributes, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in, to and under the following (collectively, the "**Assigned US Registered IPRs**"):

- (a) any and all:
 - (i) copyright registrations and applications for registration set forth on Exhibit A-1 hereto (including all extensions and renewals thereof); and
 - (ii) trademark registrations and applications for registration set forth on Exhibit A-2 hereto (including all extensions and renewals thereof), together with all goodwill associated therewith; and
- (b) any and all (i) rights throughout the world to apply for, prosecute, register and maintain the foregoing, and claim priority under applicable law or international convention, (ii) royalties, income and other proceeds due or payable with respect thereto, whether before, on or after the Effective Date and (iii) claims, causes of action and damages with

respect thereto, whether accruing before, on or after the Effective Date (including claims for damages and other relief for any past, present and future infringement or other violation thereof).

3. RECORDAL

Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office, and the Register of Copyrights of the United States Copyright Office, to record and register this Assignment.

4. COUNTERPARTS

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly authorized representatives.

ASSIGNOR:

**SALES PERFORMANCE INTERNATIONAL
HOLDING NV**

By: _____
DocuSigned by:
Jean Dierxsens
10A3C600A5044F0...
Name: Dierxsens Investment & Advisory
BV, permanently represented by Jean
Dierxsens
Title: Proxyholder

ASSIGNEE:

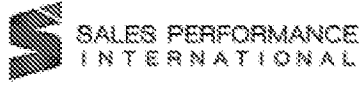
**SALES PERFORMANCE INTERNATIONAL,
LLC**

By: _____
DocuSigned by:
Jonathan Elsey
9EF08D49EFCA46C...
Name: Jonathan Elsey
Title: Director

EXHIBIT A**ASSIGNED US REGISTERED IPRS**Exhibit A-1: Copyrights and Copyright Applications

Copyright Title	Registration Number	Jurisdiction
Solution selling: a process for selling conceptual, intangible solutions	TX0002544643	US
Solution selling: creating buyers in difficult selling markets	TX0003888816	US
Solution selling: a system for selling difficult-to-sell products and services, version 12.2	TX0004200499	US
Solution selling: a process for selling difficult-to-sell products and services, version 16.1	TX0004966170	US
Solution selling: a process for selling difficult-to-sell products and services (version 17.1)	TX0005455553	US
Solution selling: a process for selling difficult-to-sell products and services (version 18.1)	TX0005476642	US
Solution selling: 4 day workshop (version 2001) Add. ti.: Solution selling: four day workshop (version 2001)	TX0005620431	US
The solution-centric organization	TX0006376410	US

Exhibit A-2: Trademarks and Trademarks Applications

Trademark	Type of mark	Registration Number	Jurisdiction
PAIN CHAINS	Word	2984454	US
PAIN SHEETS	Word	2984453	US
 (S SALES PERFORMANCE INTERNATIONAL)	Figurative	4849886	US
SALES PERFORMANCE INTERNATIONAL	Word	3317668	US
SOLUTION SELLING	Word	1647233	US
SOLUTION SELLING	Word	2746939	US
SPI	Word	3312104	US
CONVERSATION GENIUS	Word	6167308	US