

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM818952

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 Marcus Buckingham Company		05/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ADP, Inc.		
Street Address:	One ADP Boulevard		
City:	Roseland		
State/Country:	NEW JERSEY		
Postal Code:	07068		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5366130	ENGAGEMENT PULSE	
Registration Number:	5661976	ENGAGEMENT PULSE	
Registration Number:	5376542	PERFORMANCE PULSE	
Registration Number:	5661975	PERFORMANCE PULSE	
Registration Number:	4007266	STRENGTHS ESSENTIALS	
Registration Number:	5498647	THE MARCUS BUCKINGHAM COMPANY	
Registration Number:	5498648	THE MARCUS BUCKINGHAM COMPANY	
CORRESPONDENCE DATA			
Fax Number:	4156533755		
<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:	415-653-3750		
Email:	trademarkdocketing@venable.com		
Correspondent Name:	Sharoni S. Finkelstein		
Address Line 1:	101 California Street, Suite 3800		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	027319.427360		
NAME OF SUBMITTER:	Sharoni S. Finkelstein		
SIGNATURE:	/Sharoni S. Finkelstein/		

OP \$190.00 5366130

DATE SIGNED:

06/21/2023

Total Attachments: 4

source=TMBC to ADP Assignment_executed#page1.tif

source=TMBC to ADP Assignment_executed#page2.tif

source=TMBC to ADP Assignment_executed#page3.tif

source=TMBC to ADP Assignment_executed#page4.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (“Assignment”) is entered into and effective as of May 11, 2023 (the “Effective Date”), by and between The Marcus Buckingham Company, a Delaware corporation located at 8350 Wilshire Boulevard, Suite 200, Beverly Hills, California 90211 (“Assignor”) and ADP, Inc., a Delaware corporation located at One ADP Boulevard, Roseland, New Jersey 07068 (“Assignee”).

WHEREAS, Assignor is the owner of the trademarks listed in the attached Schedule A, all applications and registrations pertaining thereto, and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (collectively, the “Trademarks”);

WHEREAS, Assignor is the owner of the common law copyrights created by or assigned to Assignor, any registration or application thereof, and all issuances, extensions and renewals thereof, including, but not limited to, any such copyrights specifically listed on Schedule B attached hereto (collectively, the “Copyrights”);

WHEREAS, Assignor desires to transfer, and Assignee desires to acquire, all right, title and interest in and to the Trademarks and Copyrights (together, the “Intellectual Property”) throughout the world, including, without limitation, (a) all trademark applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Trademarks, and (b) all rights in and to the Copyrights;

NOW, THEREFORE, for One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Trademark Assignment.** Assignor hereby irrevocably assigns, transfers, sells, conveys, and delivers to Assignee all right, title and interest in and to the Trademarks throughout the world, including, without limitation, all applications and registrations pertaining thereto and all common law rights therein, together with all goodwill arising from the use of and symbolized by the Trademarks, including all rights to sue or otherwise assert the Trademarks and to recover damages, profits and/or other compensation for past, present and future infringements, the right to license the Trademarks to others, and the right to renew the trademark registrations, 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 assignment not made and 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;

2. **Copyright Assignment.** Assignor hereby irrevocably assigns, transfers, sells, conveys and delivers to Assignee all right, title and interest in and to the Copyrights, including, without limitation, all applications and registrations pertaining thereto, including those set forth on Schedule B attached hereto, all exclusive copyright licenses and all issuances, extensions and renewals thereof, 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 any and all claims with respect to the foregoing, for damages and injunctive relief for past, present and future infringement, dilution, 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.

3. **Moral Rights.** To the extent that any moral rights are vested in the Assignor as an author (sole or joint) of any of the Copyrights, Assignor hereby absolutely and irrevocably waives, in favor of Assignee, to the extent permitted by applicable law, any and all claims the Assignor may now or hereafter have in any jurisdiction to all such moral rights in relation to the Copyrights.

4. **Authorization to Record.** Assignor hereby authorizes Assignee to record this Assignment in the relevant trademark offices throughout the world, and in the U.S. Copyright Office. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Intellectual Property including, but not limited to, schedules of individual copyrighted works, trademarks, applications or registrations pertaining thereto, assignments, transfers, and related powers of attorney.

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

6. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, Assignor has executed and delivered this instrument to Assignee on the date first noted above, and Assignee acknowledges receipt of the same.

Signed at Roseland, New Jersey, this 11th day of May, 2023.

The Marcus Buckingham Company, Assignor

By:



Name:

David Kwon

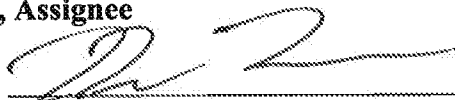
Title:

President

Signed at Roseland, New Jersey, this 11th day of May, 2023.

ADP, Inc., Assignee

By:



Name:

David Kwon

Title:

President

SCHEDULE A**Trademark Registrations**

Mark	Country	App. No.	App. Date	Reg. No.	Reg. Date
ENGAGEMENT PULSE	United States of America	87/230580	Nov-08-2016	5366130	Dec-26-2017
ENGAGEMENT PULSE	United States of America	87/230587	Nov-08-2016	5661976	Jan-22-2019
PERFORMANCE PULSE	United States of America	87/230546	Nov-08-2016	5376542	Jan-09-2018
PERFORMANCE PULSE	United States of America	87/230558	Nov-08-2016	5661975	Jan-22-2019
STRENGTHS ESSENTIALS	United States of America	85/043238	May-19-2010	4007266	Aug-02-2011
THE MARCUS BUCKINGHAM COMPANY	United States of America	87/230488	Nov-08-2016	5498647	Jun-19-2018
THE MARCUS BUCKINGHAM COMPANY	United States of America	87/230535	Nov-08-2016	5498648	Jun-19-2018
ENGAGEMENT PULSE	Canada	1836335	May-10-2017	TMA1024745	Jun-11-2019
PERFORMANCE PULSE	Canada	1836337	May-10-2017	TMA1024657	Jun-11-2019
STANDOUT	Canada	1837645	May-15-2017	TMA1070741	Jan-24-2020
THE MARCUS BUCKINGHAM COMPANY	Canada	1836338	May-10-2017	TMA1024741	Jun-11-2019
ENGAGEMENT PULSE	European Community	16682379	May-08-2017	16682379	Mar-01-2019
PERFORMANCE PULSE	European Community	16682387	May-08-2017	16682387	Oct-11-2017
THE MARCUS BUCKINGHAM COMPANY	European Community	16682395	May-08-2017	16682395	Oct-11-2017
ENGAGEMENT PULSE	United Kingdom	16682379	May-08-2017	UK00916682379	Mar-01-2019
PERFORMANCE PULSE	United Kingdom	16682387	May-08-2017	UK00916682387	Oct-11-2017
THE MARCUS BUCKINGHAM COMPANY	United Kingdom	16682395	May-08-2017	UK00916682395	Oct-11-2017

SCHEDULE B

Copyright Registrations

Title of Work	Copyright Claimant	Type of Work	Reg. No.	Reg. Date
Clear Leader Participant Guide	The Marcus Buckingham Company	Literary work	TX0008396779	Dec-19-2016
Coaching Essentials for Team Leaders Participant Guide	The Marcus Buckingham Company	Literary work	TX0008401723	Dec-21-2016
Curiosity Cards	The Marcus Buckingham Company	Literary work	TX0008424237	Dec-21-2016
reMemo	The Marcus Buckingham Company	Literary work	TX0006341607	Apr-05-2006
SL8: THE LEADER'S METRIC	The Marcus Buckingham Company	Literary work	TX0007945396	Jun-30-2014
StandOut	The Marcus Buckingham Company	Literary work	TX0007430796	Sep-21-2011
StandOut Advantage Facilitator Guide	The Marcus Buckingham Company	Literary work	TX0008401728	Dec-21-2016
StandOut Advantage How To Work With The 9 Strength Roles	The Marcus Buckingham Company	Literary work	TX0008401741	Dec-21-2016
StandOut Advantage Participant Guide	The Marcus Buckingham Company	Literary work	TX0008401749	Dec-21-2016
StandOut Advantage Profile Cards	The Marcus Buckingham Company	Literary work	TX0008365794	Dec-21-2016
StandOut Assessment	The Marcus Buckingham Company	Literary work	TX0008367966	Dec-12-2016
Standout Strengths Coaching Foundation – Modules 1-5 and The Playbook	The Marcus Buckingham Company	Literary work	TX0008401755	Dec-19-2016
Standout Team Leader Curiosity Cards	The Marcus Buckingham Company	Literary work	TX0008367859	Dec-21-2016
StandOut Team Leader Facilitator Guide	The Marcus Buckingham Company	Literary work	TX0008401736	Dec-21-2016
StandOut Team Leader Participant Guide	The Marcus Buckingham Company	Literary work	TX0008401753	Dec-21-2016
StandOut Team Leader Stacking the Deck	The Marcus Buckingham Company	Literary work	TX0008523323	Dec-21-2016
StandOut Team Member Participant Guide	The Marcus Buckingham Company	Literary work	TX0008401713	Dec-21-2016
STOP. Cut weakness Facilitator Kit – Trombone Player Wanted DVD and Stop Sort Cards	The Marcus Buckingham Company	Literary work	TX0008395988	Dec-19-2016
Strengths Essentials building a strong foundation Facilitator Kit – Trombone Player Wanted DVD and Strengths Sort Cards	The Marcus Buckingham Company	Literary work	TX0008447256	Dec-19-2016
Strengths Sort Cards	The Marcus Buckingham Company	Literary work	TX0008378714	Dec-21-2016