

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM828797

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900789724

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Collegiate Enterprise Solutions, LLC		07/31/2023	Limited Liability Company: MASSACHUSETTS

## RECEIVING PARTY DATA

<b>Name:</b>	ZRG Partners, LLC
<b>Street Address:</b>	365 West Passaic Street, Suite 465
<b>City:</b>	Rochelle Park
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07662
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	6438527	HERE TO SERVE NOW MORE THAN EVER
Registration Number:	5261142	R THE GOLD STANDARD FOR INTERIM PLACEMEN
Registration Number:	6011594	REGISTRY ADVISORY SERVICES
Registration Number:	4945969	THE GOLD STANDARD FOR INTERIM PLACEMENTS
Registration Number:	5057508	THE REGISTRY
Registration Number:	5284635	THE REGISTRY
Registration Number:	5284636	THE REGISTRY THE GOLD STANDARD FOR INTER
Registration Number:	4946127	TURNING TRANSITIONS INTO OPPORTUNITIES

## CORRESPONDENCE DATA

Fax Number:

*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.*

Phone: 2032918224

Email: im@btt-law.com

Correspondent Name: Jamie Kim, Esq.

Address Line 1: 8 Wright Street, 2nd FL

Address Line 2: Berkowitz, Trager &amp; Trager, LLC

Address Line 4: Westport, CONNECTICUT 06880

<b>NAME OF SUBMITTER:</b>	Jamie Kim, Esq.
<b>SIGNATURE:</b>	/s/ Jamie Kim
<b>DATE SIGNED:</b>	08/02/2023
<b>Total Attachments: 5</b> source=ZRG - Registry - Trademark Assignment#page1.tif source=ZRG - Registry - Trademark Assignment#page2.tif source=ZRG - Registry - Trademark Assignment#page3.tif source=ZRG - Registry - Trademark Assignment#page4.tif source=ZRG - Registry - Trademark Assignment#page5.tif	

## COLLEGIATE ENTERPRISE SOLUTIONS, LLC

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of July 31, 2023 (the "Effective Date"), is made by and between COLLEGIATE ENTERPRISE SOLUTIONS, LLC, a Massachusetts limited liability company ("Assignor"), and ZRG PARTNERS, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title, and interest in and to: (i) any and all trade names, service marks, and intellectual property rights, including rights of priority, and all registrations for the marks/names identified on Exhibit A attached hereto (the "Marks"); and (ii) any and all goodwill of the business of Assignor associated with the Marks;

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, this Assignment is being entered into in connection with and as a condition to the closing of the transactions contemplated by that certain Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee, Bryan E. Carlson, George J. Matthews, Kevin J. Matthews and Amy L. Miller (the "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee its entire worldwide right, title, and interest in and to the Marks, together with: (a) the goodwill symbolized by or associated with the Marks; (b) all causes of action, claims, and demands and other rights for, or arising from, any infringement or misappropriation, including past, present and future infringements, and misappropriations, of the Marks (including without limitation, the right to sue for and collect damages caused by any such infringement or misappropriation) that may have occurred at any time in the past, up to the Effective Date, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Marks; and (c) any royalties or other consideration owed to Assignor in connection with use of the Marks from and after the Effective Date.

2. Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate official in any other country to issue any and all trademark and service mark registrations, amended registrations, and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

3. Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification that may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

4. Assignor agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time-to-time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, the goodwill and all other rights hereby conveyed.

5. Assignee hereby accepts the assignment of the Marks and the associated goodwill.

6. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

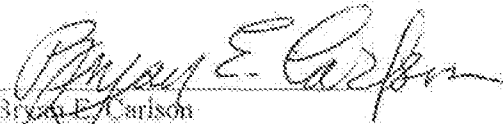
8. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant, or obligation contained in the Asset Purchase Agreement.

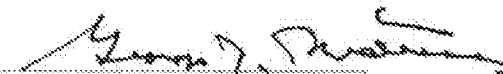
*[Remainder of this page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

ASSIGNOR:

COLLEGIATE ENTERPRISE SOLUTIONS, LLC

By:   
Bryan E. Carlson  
President

By:   
George J. Matthews  
Chancellor and CEO

ASSIGNEE:

ZRG PARTNERS, LLC

By: \_\_\_\_\_  
Andrew J. Nathanson  
Chief Financial Officer

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first above written.

ASSIGNOR:

COLLEGIATE ENTERPRISE SOLUTIONS, LLC

By: \_\_\_\_\_  
Bryan E. Carlson  
President

By: \_\_\_\_\_  
George J. Matthews  
Chancellor and CEO

ASSIGNEE:

ZRG PARTNERS, LLC

By:  \_\_\_\_\_  
Andrew J. Nathanson  
Chief Financial Officer

*[Signature Page to Trademark Assignment]*

## INTELLECTUAL PROPERTY

## Trademarks

MARK	Application / Serial No.	Application Date	Registration No.	Registration Date
HERE TO SERVE NOW MORE THAN EVER	90289052	October 30, 2020	6438527	August 3, 2021
R THE GOLD STANDARD FOR INTERIM PLACEMENTS (Stylized/Design)	87306095	January 18, 2017	5261142	August 8, 2017
REGISTRY ADVISORY SERVICES	88380901	April 11, 2019	6011594	March 17, 2020
THE GOLD STANDARD FOR INTERIM PLACEMENTS	86757580	September 15, 2015	4945969	April 26, 2016
THE REGISTRY	86757573	September 15, 2015	5057508	October 11, 2016
THE REGISTRY (STYLIZED/DESIGN)	87306089	January 18, 2017	5284635	September 12, 2017
THE REGISTRY THE GOLD STANDARD FOR INTERIM PLACEMENTS (Stylized/Design)	87306097	January 18, 2017	5284636	September 12, 2017
TURNING TRANSITIONS INTO OPPORTUNITIES	86759731	September 17, 2015	4946127	April 26, 2016