

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM829889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tax Management Associates, Inc.		05/17/2022	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Reason Consulting Corporation		
Street Address:	902 Poindexter Drive		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4036318	TAXSCRIBE	
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>			
Phone:	7045521889		
Email:	jjs@schwartz-iplaw.com		
Correspondent Name:	Jeffrey J. Schwartz		
Address Line 1:	6100 Fairview Road, Suite 1135		
Address Line 4:	Charlotte, NORTH CAROLINA 28210		
NAME OF SUBMITTER:	Jeffrey J. Schwartz		
SIGNATURE:	/Jeffrey J. Schwartz/		
DATE SIGNED:	08/07/2023		
Total Attachments: 4			
source=TM_ Assignment Agreement_7.2023#page1.tif			
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Trademark Assignment Agreement

Tax Management Associates, Inc., a North Carolina corporation (“**Assignor**”), and Reason Consulting Corporation, a North Carolina corporation located at 902 Poindexter Drive, Charlotte, North Carolina 28209 (“**Assignee**”), enter into this Trademark Assignment Agreement (“**Agreement**”) as of May 17, 2022 (“**Effective Date**”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which each party acknowledges by its execution below, 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, together with the goodwill of the business connected with the use of, and symbolized by:

(a) the trademark registration set forth on Exhibit A attached hereto and all extensions and renewals thereof (the “**Assigned Trademark**”);

(b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademark 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 the Assigned Trademark; and

(d) any and all claims and causes of action with respect to the Assigned Trademark, whether accruing before, on and/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, 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.

2. **Further Assurances.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignor or Assignee. Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents which Assignee may request in order to transfer Assignor's rights, title, and interest in and to the Assigned Trademark and the rights appurtenant thereto to Assignee, its successors and assigns.

3. **Counterparts.** This Agreement 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 Agreement delivered by 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 Agreement.

4. **Terms of the Purchase Agreement.** The parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

5. **Governing Law.** This Agreement and any dispute or controversy arising out of or relating to this Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to its conflict of laws rules that would require the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, the parties execute this Agreement by signature of their respective duly authorized representatives as of the Effective Date.

ASSIGNOR:

Tax Management Associates, Inc.

By: _____

Printed Name: Richard H. Cooke, Jr.

Title: President

ASSIGNEE:

Reason Consulting Corporation

By: _____

Printed Name: Mark C. Cooke

Title: President

4. **Terms of the Purchase Agreement.** The parties acknowledge and agree that this Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall govern.

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ASSIGNOR:

Tax Management Associates, Inc.

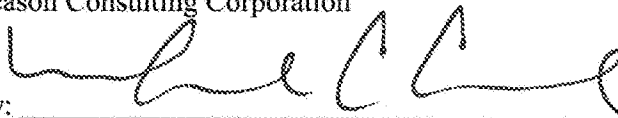
By: _____

Printed Name: Richard H. Cooke, Jr.

Title: President

ASSIGNEE:

Reason Consulting Corporation

By:  _____

Printed Name: Mark C. Cooke

Title: President

Exhibit A

Trademark	Serial Number	Registration Number
TAXSCRIBE	85187941	4036318