

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Process Plus Intellectual Property, LLC		08/11/2023	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Process Plus Holdings, Inc.		
Street Address:	8825 Research Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5451700	OUR PROCESS REVOLVES AROUND YOU	
Registration Number:	5289000	PLUS GROUP	
Registration Number:	5320492	AUTOMATION PLUS	
Registration Number:	5338029	DESIGN BUILD PLUS	
Registration Number:	5170265	PROCESS PLUS	
Registration Number:	3801864	OUR PROCESS REVOLVES AROUND YOU.	
Registration Number:	2587505	PROCESS PLUS	
CORRESPONDENCE DATA			
Fax Number:	5138528222		
<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:	513-852-8218		
Email:	rdw@corsbassett.com		
Correspondent Name:	R. David Weber		
Address Line 1:	201 E fifth Street		
Address Line 2:	Suite 900		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	R. David Weber		
SIGNATURE:	/R. David Weber/		

OP \$190.00 5451700

DATE SIGNED:	09/05/2023
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Total Attachments: 3

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “**Agreement**”) is made effective as of 8/11/2023, by and between PROCESS PLUS INTELLECTUAL PROPERTY, LLC, an Ohio limited liability company (“**Assignor**”), and PROCESS PLUS HOLDINGS, INC., an Indiana corporation (“**Assignee**”).

WHEREAS, pursuant to that certain Agreement and Plan of Merger entered into by and between Assignee, Salas, O’Brien, Inc., Process Merger Sub, Inc., and Shareholder Representative Services LLC, dated as of February 1, 2023 (the “**Merger Agreement**”), Assignor is required to transfer its Intellectual Property Rights (as defined in the Merger Agreement) to Assignee; and

WHEREAS, Assignor and Assignee desire to formalize the transfer of the Intellectual Property Rights from Assignor to Assignee by the joint execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Assignment.** Effective as of the date hereof, Assignor hereby assigns to Assignee all of Assignor’s rights and interests in all of the Intellectual Property Rights, including, but not limited to, the registered trademarks as set forth on the attached Exhibit A, and all of Assignor’s goodwill relating to the Intellectual Property Rights.

2. **Acceptance of Assignment.** Subject to the terms of the Merger Agreement, Assignee hereby accepts the assignment of all of Assignor’s right, title and interest in and to the Intellectual Property Rights.

3. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding on, successors and assigns of the parties.

4. **Further Assurances.** From and after the execution of this Assignment, Assignor shall, from time to time, execute and deliver such additional instruments, documents, conveyances or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by Assignee, to confirm and assure the rights and obligations provided for in this Assignment.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute one agreement.

6. **Amendment.** This Agreement may not be altered, amended, modified or changed in any manner unless by writing signed by all parties hereto.

7. **Governing Law.** This Agreement will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Ohio applicable to contracts made and to be performed within Ohio.

8. **Incorporation of Merger Agreement.** This Agreement incorporates by reference all terms, conditions and limitations contained in the Merger Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

PROCESS PLUS INTELLECTUAL PROPERTY, LLC,
an Ohio limited liability company

By: PROCESS PLUS HOLDINGS, INC.
Its: Sole Member

By: 
Name: Grant Mitchell
Title: President

ASSIGNEE:

PROCESS PLUS HOLDINGS, INC.,
an Indiana corporation

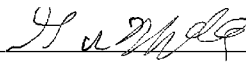
By: 
Name: Grant Mitchell
Title: President

EXHIBIT A**REGISTERED TRADEMARKS**

Serial Number	Reg. Number	Word Mark	Live/Dead	Class(es)
87592295	5451700	OUR PROCESS REVOLVES AROUND YOU	LIVE	42
87141717	5289000	PLUS GROUP	LIVE	42
87141672	5320492	AUTOMATION PLUS	LIVE	035; 042
87141603	5338029	DESIGN BUILD PLUS	LIVE	37
87129114	5170265	PROCESS PLUS	LIVE	42
77702898	3801864	OUR PROCESS REVOLVES AROUND YOU.	LIVE	
76116785	2587505	PROCESS PLUS	LIVE	