

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843397

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900802561		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICF International, Inc.		09/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Phaedon, LLC		
Street Address:	420 North 5th Street		
Internal Address:	Suite 1000		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5346921	ANTHROLYTICS	
Registration Number:	5418781	OLSON ANTHROLYTICS	
Registration Number:	3641095	TALLY	
Registration Number:	5355703	THINK LIKE PEOPLE	
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:	3124564206		
Email:	rsiddiqui@sidley.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	One South Dearborn		
Address Line 2:	Sidley Austin LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	071699-10100		
NAME OF SUBMITTER:	Raza Siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	10/03/2023		

Total Attachments: 6

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Trademark Assignment”), dated as of September 12, 2023, is made by ICF International, Inc., a Delaware corporation (“ICF International”), and ICF Next, Inc. (f/k/a Olson + Co., Inc.), a Minnesota corporation (“ICF Next”, and together with ICF International, “Assignor”), in favor of Phaedon, LLC, a Delaware limited liability company (formerly known as Experience & Engagement, LLC) (“Assignee”), the purchaser of certain assets of Assignor pursuant to that certain Asset Purchase Agreement, dated as of July 21, 2023, by and among Assignee, ICF Resources, L.L.C., a Delaware limited liability company, ICF Next, ICF Next North America, Inc., an Ontario, Canada corporation, and solely for purposes of Section 6.16 thereof, ICF International, Inc., a Delaware corporation (the “Purchase Agreement”). Capitalized terms used herein and not otherwise defined shall have the definitions ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to sell and assign to Assignee, among other assets, certain intellectual property of Assignor; and

WHEREAS, pursuant to the Bill of Sale, Assignor has assigned to Assignee the registered trademarks of Assignor disclosed on Schedule 1 to this Trademark Assignment along with all goodwill connected with the use of, and symbolized by such trademarks (the “Assigned Trademarks”), and Assignor and Assignee would like to enter into an agreement confirming that assignment for filing with the United States Patent and Trademark Office and the corresponding intellectual property offices in any other applicable jurisdiction throughout the world.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. Assignor and Assignee hereby acknowledge and agree that pursuant to the Purchase Agreement and the Bill of Sale, all of Assignor’s entire right, title, and interest in and to the Assigned Trademarks have been irrevocably assigned, transferred, sold, and conveyed to Assignee, its successors and assigns, including 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 and causes of action with respect to any of the foregoing, whether accruing before, on, 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, 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. To the extent any of the foregoing have not been effectively conveyed to Assignee under the Bill of Sale, 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 Assigned Trademarks.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and its counterpart in any other applicable jurisdiction throughout the world, to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, and at Assignee’s expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of

attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment 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 Trademarks. 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 therein. If there is any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, then the terms of the Purchase Agreement shall govern.

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

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


6. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Delaware without reference to any choice of law rules that would result in the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

ICF INTERNATIONAL, INC.


By: _____

Name: James E. Daniel

Title: Corporate Secretary

ICF NEXT, INC. (F/K/A OLSON + CO., INC.)

By: _____

Name: James C. Morgan

Title: Chief Operating Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

PHAEDON, LLC

By: _____

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

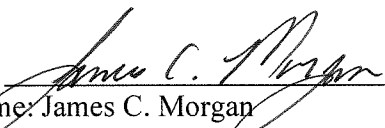
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ASSIGNOR:

ICF INTERNATIONAL, INC.

By: _____
Name: James E. Daniel
Title: Corporate Secretary

ICF NEXT, INC. (F/K/A OLSON + CO., INC.)

By:  _____
Name: James C. Morgan
Title: Chief Operating Officer

AGREED TO AND ACCEPTED:

ASSIGNEE:

PHAEDON, LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

ICF INTERNATIONAL, INC.

By: _____
Name:
Title:

ICF NEXT, INC. (F/K/A OLSON + CO., INC.)

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

ASSIGNEE:

PHAEDON, LLC

By: _____
Name: Nik Shah
Title: Vice President, Assistant Treasurer and Assistant Secretary

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

ASSIGNED TRADEMARKS

Trademark	App. No. & Date	Reg. No. & Date	Country	Record Owner
ANTHROLYTICS	86909669 02/16/2016	5346921 11/17/2017	U.S.	ICF International, Inc.
OLSON ANTHROLYTICS	86910566 02/17/2016	5418781 3/6/2018	U.S.	ICF International, Inc.
TALLY	77556220 08/26/2008	3641095 06/16/2009	U.S.	ICF International, Inc.
THINK LIKE PEOPLE	86909660 02/16/2016	5355703 12/12/2017	U.S.	ICF International, Inc.
REVOLUTIONIZING ENGAGEMENT	0119851509447 07/23/2014	1604135 1/15/2016	Mexico	Olson + Co. Inc.
REVOLUTIONIZING ENGAGEMENT	1684163 07/07/2014	TMA995670 5/1/2018	Canada	ICF International, Inc.
TALLY	1520177 03/22/2011	TMA857093 08/06/2013	Canada	ICF International, Inc.
REVOLUTIONIZING ENGAGEMENT	11176.14 09/30/2014	1117614 9/30/2014	Belize	Olson + Co. Inc.

Schedule 1 to Trademark Assignment Agreement – Assigned Trademarks