

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI31871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bain & Company Inc.		02/14/2024	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Individual Name:	Fred Reichheld		
Street Address:	580 Washington Street		
City:	Wellesley		
State/Country:	MASSACHUSETTS		
Postal Code:	02482		
Entity Type:	INDIVIDUAL: MASSACHUSETTS		
Company Name:	Bain & Company Inc.		
Street Address:	131 Dartmouth Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Corporation: MASSACHUSETTS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90739123	EARNED GROWTH	
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:	2126603052		
Email:	trademark@sullivanlaw.com,mpalmisciano@sullivanlaw.com		
Correspondent Name:	Michael S. Palmisciano		
Address Line 1:	1633 Broadway		
Address Line 2:	Sullivan & Worcester LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	ANTHONY MOMORELLA		
SIGNATURE:	ANTHONY MOMORELLA		

CH \$40.00.00 90739123

DATE SIGNED:	02/16/2024
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Total Attachments: 3
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PARTIAL ASSIGNMENT OF TRADEMARKS

This Partial Assignment of Trademarks (this "Assignment") is made as of February 14, 2024 (the "Effective Date") by and between Bain & Company Inc., a Massachusetts corporation, with its principal place of business at 131 Dartmouth Street, Boston, Massachusetts 02116 ("Bain"), and Fred Reichheld, an individual, with a principal address at 580 Washington Street, Wellesley, Massachusetts 02482 ("Reichheld") (each, a "Party" and together, the "Parties").

WHEREAS, Bain is the owner of all right, title and interest in and to those certain trademarks and corresponding applications and registrations identified on Schedule A attached hereto and made a part hereof (the "Assigned Marks"), together with the goodwill of the business symbolized by and associated with the Assigned Marks;

WHEREAS, Bain and Reichheld are parties to that certain Joint Trademark Ownership Agreement, dated as of February 13, 2024 (the "Joint Ownership Agreement"); and

WHEREAS, pursuant to the Joint Ownership Agreement, Bain desires to assign to Reichheld a fifty percent (50%) ownership interest in and to the Assigned Marks and Reichheld desires to accept such assignment from Bain.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Bain does hereby assign, convey, transfer and deliver to Reichheld a fifty percent (50%) indivisible ownership interest in all right, title and interest in and to the Assigned Marks, together with the goodwill of the business symbolized by and associated with the Assigned Marks. The Assigned Marks shall be deemed to be the "Earned Growth Marks" for purposes of the Joint Ownership Agreement, and the terms and conditions of the Joint Ownership Agreement shall govern the Parties' rights and obligations with respect to the Assigned Marks.
2. Ownership. Bain hereby acknowledges and agrees that from and after the Effective Date, the Parties shall be joint owners of the Assigned Marks and associated goodwill.
3. Further Assurances. Each Party shall promptly execute all documents and take all actions necessary to effectuate the partial assignment of the Assigned Marks and to record such assignment with the United States Patent and Trademark Office and official foreign trademark registries, as appropriate, to accurately reflect that the Assigned Marks are jointly owned by each Party.
4. Entire Agreement. This Assignment, together with the Joint Ownership Agreement, constitutes the entire agreement among the Parties with respect to the subject matter contained herein. Neither Party is relying upon and shall not rely upon any prior or contemporaneous written or oral promises or representations not expressly set forth herein or in the Joint Ownership Agreement. This Assignment shall not be amended or modified except by written agreement signed by both Parties.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without resort to or application of the choice of law principles thereof.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, any of which may be delivered in facsimile or electronic format, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly authorized representatives:

BAIN & COMPANY INC.

By: Darci Darnell

Name: Darci Darnell

Title: Vice President

FRED REICHHELD

By: *Fred Reichheld*

[Signature Page to Partial Assignment of Trademarks]

SCHEDULE A

Mark	Jurisdiction	Application No.	Registration No.	Class
EARNED GROWTH	United States	90739123	Pending	35
EARNED GROWTH	WIPO (designating UK and EUTM)	1606770	1606770	35