

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plexus Management Group, Inc.		06/05/2015	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Plexus Management Group, LLC		
Street Address:	255 W. Michigan Avenue		
City:	Jackson		
State/Country:	MICHIGAN		
Postal Code:	49201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4660537	WE DON'T PRACTICE MANAGEMENT. WE MANAGE	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	734-930-0121		
Email:	asujek@bodmanlaw.com		
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/Angela Alvarez Sujek/		
DATE SIGNED:	06/08/2015		
Total Attachments: 4			
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OP \$40.00 4660537

Assignment of Trademarks

THIS ASSIGNMENT OF TRADEMARKS (“Trademark Assignment”), dated as of June 5, 2015, is entered into by and between Plexus Management Group, Inc., a Massachusetts corporation (“Assignor”), and Plexus Management Group, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Contribution Agreement (the “Contribution Agreement”), dated June 5, 2015, pursuant to which, Assignor has agreed to sell, convey, transfer and irrevocably assign and deliver to Assignee all of its right, title and interest in and to Assignor’s trademarks upon the terms and conditions set forth in the Contribution Agreement.

NOW, THEREFORE, in consideration of the agreements contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

1. Capitalized words not defined herein shall have the meanings ascribed to such words as set forth in the Contribution Agreement.
2. Assignor irrevocably does hereby assign, convey, transfer and deliver to Assignee, subject to and upon the terms and conditions of the Contribution Agreement, all of Assignors’ rights, title and interests in and to all trademarks listed on Schedule A attached hereto, together with the goodwill of the business associated therewith, and all registrations and applications for registration thereof, the right to sue, either at law or in equity, and the right to recover for any past, present or future infringements thereof and the right to initiate other proceedings before all government and administrative bodies with respect to the trademarks.
3. Assignee hereby accepts said assignment subject to and upon the terms and conditions of the Contribution Agreement.
4. This Trademark Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.
5. Neither this Trademark Assignment nor any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance of any trademarks shall restrict, impair, reduce, expand or otherwise modify the terms of the Contribution Agreement. In the event of any inconsistency between this Trademark Assignment and the Contribution Agreement, the Contribution Agreement shall control.
6. This Trademark Assignment may not be amended or waived, except in a writing executed by Assignor and Assignee. No course of dealing between or among any persons having any interest in this Trademark Assignment will be deemed effective to modify or amend

any part of this Trademark Assignment or any rights or obligations of any person under or by reason of this Trademark Assignment.

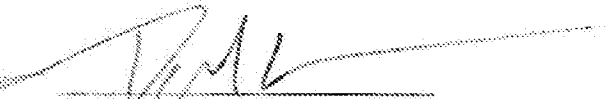
7. The internal law of the State of Delaware will govern all questions concerning the construction, validity and interpretation of this Trademark Assignment and the performance of the obligations imposed by this Trademark Assignment.
8. This Trademark Assignment may be executed in two (2) or more counterparts; each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.
9. No third party beneficiaries are created by this Trademark Assignment, no third-party is entitled to rely on any of the agreements of the parties hereto contained in this Trademark Assignment and neither Assignor nor Assignee assume any liability to any third party because of any reliance on the agreements contained in this Trademark Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be duly executed on the date first above written.

ASSIGNOR:


PLEXUS MANAGEMENT GROUP, INC.

By: 

Name: Daniel Reale
Title: Executive Vice President

ASSIGNEE:

PLEXUS MANAGEMENT GROUP, LLC

By: 

Name: Robert D. McIvor
Title: Authorized Person

[Signature page to Assignment of Trademarks]

SCHEDULE A
TRADEMARKS

Mark	Source/Status	App. Date/ No. Reg. Date/No.	Owner
WE DONT PRACTICE MANAGEMENT. WE MANAGE PRACTICES.	USPTO Registered	App 26-JUL-2013 App 86020630 Reg 23-DEC-2014 Reg 4660537	PLEXUS MANAGEMENT GROUP, INC. MASSACHUSETTS CORPORATION 690 CANTON STREET, SUITE 325 WESTWOOD, MASSACHUSETTS, 02090