

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Outsolve, L.L.C.		11/01/2016	Limited Liability Company: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OutSolve Acquisition, LLC		
<b>Street Address:</b>	3330 W Esplanade Ave, Suite 200		
<b>City:</b>	Metairie		
<b>State/Country:</b>	LOUISIANA		
<b>Postal Code:</b>	70002		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2388489	OUTSOLVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	042952.002		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	11/03/2016		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of November 1, 2016, is made by Outsolve, L.L.C., a Louisiana limited liability company ("Assignor"), in favor of OutSolve Acquisition, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the United States trademark registration OUTSOLVE (Reg. No. 2,388,489) ("Trademark"); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of the date hereof ("Asset Purchase Agreement"), among Assignor, Assignee, and others party thereto, Assignor shall execute and deliver to Buyer transfer documents whereby Assignor transfers to Assignee all United States and foreign applications for and registrations of intellectual property used or held for use by Assignor in connection with the business of providing affirmative action consulting services, including the Trademark, and Assignor desires to execute and deliver this Trademark Assignment to Assignee to satisfy the foregoing obligation under the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably grants, sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, free of all encumbrances, all right, title, and interest in perpetuity in and to the Trademark (including all derivations thereof) in the United States and worldwide, including the following (collectively, the "Additional Rights"):

(a) the goodwill of the business connected with the use of and symbolized by the Trademark, and with respect to United States intent-to-use trademark applications, the portion of Assignor's business to which such trademarks pertain and that business is ongoing and existing;

(b) all registrations, applications, domain names, and common law rights, if any, all rights to apply and rights of priority to apply for registration, and all issuances, extensions and renewals thereof;

(c) 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;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world;

(e) 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, 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; and

(f) said Trademark and other foregoing rights to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Trademark and Additional Rights including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Trademark and Assignee's rights therein. Assignee shall promptly initiate and complete, at its sole cost, all such recordations, registrations and filings necessary to give full effect to the assignment of the Trademark contemplated by this Trademark Assignment.

3. Disclaimers. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to modify, limit, or amend any rights or obligations of the Assignor, Assignee, or other parties to the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Trademark Assignment and the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with the Asset Purchase Agreement, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) 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.

(c) Governing Law. This Trademark Assignment and all matters arising out of or relating to this Trademark Assignment shall be construed, interpreted, enforced and governed by and under the laws of the State of Delaware without regard to its choice of law rules. Each of the parties hereto (i) irrevocably consents to submit itself to the personal jurisdiction of the state and federal courts of the State of Delaware in any action or proceeding arising out of or relating to this Trademark Assignment, (ii) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and (iii) agrees that it shall not bring any action relating to this Trademark Assignment in any court other than courts set forth above.

(d) Counterparts. This Trademark Assignment may be executed in one or more counterparts (including by facsimile or .pdf), each of which shall be deemed to be an original but all of which together shall constitute one and the same agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]**

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

**ASSIGNOR:**

OUTSOLVE, L.L.C.,  
a Louisiana limited liability company

By: 

Name: Jeremy Mancheski

Title: Member and Authorized Representative

**ASSIGNEE:**

OUTSOLVE ACQUISITION, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Matthew D. Kelty

Title: President

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

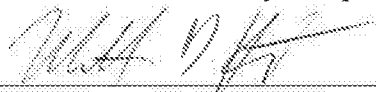
**ASSIGNOR:**

OUTSOLVE, L.L.C.,  
a Louisiana limited liability company

By: \_\_\_\_\_  
Name: Jeremy Mancheski  
Title: Member and Authorized Representative

**ASSIGNEE:**

OUTSOLVE ACQUISITION, LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Matthew D. Kelty  
Title: President