

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451612

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ReWork, LLC		11/13/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Koya Leadership Partners LLC		
<b>Street Address:</b>	44 Merrimac Street		
<b>Internal Address:</b>	c/o Katie Bouton		
<b>City:</b>	Newburyport		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01950		
<b>Entity Type:</b>	Limited Liability Company: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4772732	REWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7816225933		
<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>	7816225930		
<b>Email:</b>	trademark@mbbp.com		
<b>Correspondent Name:</b>	Sean D. Detweiler		
<b>Address Line 1:</b>	230 Third Avenue, 4th Floor		
<b>Address Line 2:</b>	Morse, Barnes-Brown & Pendleton, P.C.		
<b>Address Line 4:</b>	Waltham, MASSACHUSETTS 02451		
<b>ATTORNEY DOCKET NUMBER:</b>	7707/17862		
<b>NAME OF SUBMITTER:</b>	Sean D. Detweiler		
<b>SIGNATURE:</b>	/Sean D. Detweiler/		
<b>DATE SIGNED:</b>	11/20/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARK AGREEMENT

This Assignment of Trademark Agreement (this "Agreement" or "Assignment") is made effective as of this 13th day of November, 2017, by and between ReWork, LLC, a Delaware limited liability company ("Assignor"), and Koya Leadership Partners LLC, a Massachusetts limited liability company ("Assignee").

WHEREAS, Assignor is the owner of the trademark identified in Exhibit A and all common law rights associated with the trademark (the "Trademark"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), by and between Assignor and Assignee, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's rights, title and interests in and to the Trademark and the Assignee has agreed to purchase, acquire and accept all of Assignor's rights, title and interests in and to the Trademark from Assignor.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Definitions. Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement.

2. Conveyance. Assignor does hereby sell, convey, assign, transfer, grant and deliver unto Assignee, all its rights, title and interest Assignor may now have, may ever have had or may ever have, in, to and under the Trademark, together with the goodwill, if any, associated therewith and which is symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment, transfer, grant and delivery of the same. Assignor further sells, conveys, assigns, transfers, grants and delivers to Assignee all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of the Trademark, including the right to bring an action for past, present and future infringement, dilution, tarnishment, or other misappropriation or unauthorized use, and all rights to recover damages, profits and injunctive relief for infringement, dilution, tarnishment, or other misappropriation or unauthorized use of the Trademark. Assignee hereby accepts such sale, conveyance, assignment, transfer, grant and delivery of the Trademark and all rights associated therewith.

3. Authority to File. Assignor hereby authorizes Assignee to file this Assignment and any other documents relating thereto with the U.S. Patent and Trademark Office and any appropriate foreign jurisdictions for purposes of having the Assignment recorded therein and to place sole and exclusive right, title, and interest in and to the Trademark in the name of Assignee. Assignor further authorizes and requests the Commissioner of Patents and Trademark of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's rights and title in and to the Trademark.

4. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Assignee, its successors and assigns any remedy or claim under or by reason of this instrument or any agreements, terms, covenants or conditions hereof, and all the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed entirely within that State.

7. Construction. This Agreement is delivered pursuant to and is subject to the Asset Purchase Agreement. Nothing herein is intended to modify, expand, limit or otherwise affect the representations, warranties, covenants, indemnities and agreements contained in the Asset Purchase Agreement, and such representations, warranties, covenants, indemnities and agreements shall remain in full force and effect in accordance with the terms of the Asset Purchase Agreement. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Agreement, the terms of the Asset Purchase Agreement shall govern, supersede and prevail.


8. Execution and Transmittal. This Agreement may be executed in counterparts, all of which, taken together, shall constitute an effective Agreement. This Agreement may be executed and transmitted by hand delivery, facsimile or electronic mail transmission, by original signature, .pdf or other electronic means of signature and transmission, each of which will be deemed to constitute an original signed counterpart.

*{Signature Page Follows}*

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be executed and delivered as of the date and year first above written.

ASSIGNOR:

**REWORK, LLC**

By:   
Name: Abraham Taleb  
Title: Duly Authorized Representative of  
ReWork, LLC

ASSIGNEE:

**KOYA LEADERSHIP PARTNERS LLC**

By:   
Name: Katie Bouton  
Title: Chief Executive Officer

**Exhibit A**

**Trademark**

<b><u>Word Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
<b>REWORK</b>	<b>#4772732</b>	<b>7/14/2015</b>