

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM459106

<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>
Argent Consulting Services, Inc.		07/13/2017	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trinity Consultants, Inc.		
<b>Street Address:</b>	12700 Park Central Drive		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75251		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4322979	ACS ENGINEERING GROUP	
<b>Registration Number:</b>	4509140	ANCERON	
<b>Registration Number:</b>	3033711	CCMS	
<b>Registration Number:</b>	4209536	CCMS	
<b>Registration Number:</b>	4668985	CONTINUOUS COMPLIANCE MONITORING SYSTEM	
<b>Registration Number:</b>	3723923	DRIVER-BASED	
<b>Registration Number:</b>	4209537	MATRICS	
<b>Registration Number:</b>	2985854	PERPETUAL AUDIT	
<b>Registration Number:</b>	3039327	PERPETUAL COMPLIANCE ASSURANCE	
<b>Registration Number:</b>	4126409	REGPEDIA	
<b>Registration Number:</b>	4541543	SUSTAINABLE INNOVATION	
<b>Registration Number:</b>	4670621	TAKE COMPLETE CONTROL OF YOUR COMPLIANCE	
<b>Registration Number:</b>	4896559	YOUR COMPLIANCE PARTNER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2142064330		
<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>			

OP \$340.00 4322979

**Phone:** 2142064301  
**Email:** molly@richardlawgroup.com  
**Correspondent Name:** Molly Buck Richard  
**Address Line 1:** 8411 Preston Road  
**Address Line 2:** Suite 890  
**Address Line 4:** Dallas, TEXAS 75225

<b>NAME OF SUBMITTER:</b>	Molly Buck Richard
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<b>SIGNATURE:</b>	/Molly Buck Richard/
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<b>DATE SIGNED:</b>	01/23/2018
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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 13th day of July, 2017, by and between Argent Consulting Services, Inc., a corporation organized and existing under the laws of Texas, and having a usual place of business at 1400 Broadfield Blvd., Suite 130, Houston, Texas 77084 ("Assignor"), and Trinity Consultants, Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 12700 Park Central Drive, Suite 2100, Dallas, Texas 75251 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby represent and warrant that it is the sole owner of the Marks. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

**ARGENT CONSULTING SERVICES, INC.**

By:   
Name: Greg Haunschild  
Title: President

**ASSIGNEE:**

**TRINITY CONSULTANTS, INC.**

By: \_\_\_\_\_  
Name: David Larsen  
Title: Chief Financial Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

**ARGENT CONSULTING SERVICES, INC.**

By: \_\_\_\_\_  
Name: Greg Haunschild  
Title: President

**ASSIGNEE:**

**TRINITY CONSULTANTS, INC.**

By:  \_\_\_\_\_  
Name: David Larsen  
Title: Chief Financial Officer

## Exhibit A

### Marks

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration No.</b>	<b>Registration Date</b>
ACS ENGINEERING GROUP and Design 	United States (Federal)	4322979	April 23, 2013
ANCERON	United States (Federal)	4509140	April 8, 2014
CCMS (Stylized) 	United States (Federal)	3033711	December 27, 2005
CCMS and Design 	United States (Federal)	4209536	September 18, 2012
CONTINUOUS COMPLIANCE MONITORING SYSTEM	United States (Federal)	4668985	January 6, 2015
DRIVER-BASED	United States (Federal)	3723923	December 8, 2009
MATRICES and Design 	United States (Federal)	4209537	September 18, 2012
PERPETUAL AUDIT	United States (Federal)	2985854	August 16, 2005
PERPETUAL COMPLIANCE ASSURANCE	United States (Federal)	3039327	January 10, 2006
REGPEDIA	United States (Federal)	4126409	April 10, 2012
SUSTAINABLE INNOVATION	United States (Federal)	4541543	June 3, 2014
TAKE COMPLETE CONTROL OF YOUR COMPLIANCE WITH ONE REGULATORY SOLUTION	United States (Federal)	4670621	January 13, 2015
YOUR COMPLIANCE PARTNER	United States (Federal)	4896559	February 2, 2016