

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM588343

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Philip Martina		07/17/2020	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Kymberly Group Holdings LLC		
Street Address:	155 N. Wacker Drive		
Internal Address:	Suite 4250		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5662679	KYMBERLY GROUP PAYROLL SOLUTIONS	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	07/24/2020		
Total Attachments: 10			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property is entered into as of July 17, 2020 (this "Assignment Agreement"), by and between Philip Martina, an individual residing in Florida with a principal place of business of 3512 Gatlin Avenue, Orlando, Florida 32812 ("Assignor"), and Kymberly Group Holdings LLC, a Delaware limited liability company with a principal place of business of 155 N. Wacker Drive, Suite 4250, Chicago, IL 60606 ("Assignee").

A. Assignor and Assignee have entered into that certain Stock Purchase Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, Assignor sells, conveys, assigns, transfers, and delivers to Assignee all of the Shares;

B. The execution and delivery of this Assignment Agreement is required pursuant to the closing of the transactions contemplated by the Purchase Agreement; and

C. Assignor is willing to assign to Assignee all rights it may have in and to all Owned Intellectual Property on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Definitions. Unless otherwise defined herein, each capitalized term used herein shall have the meaning assigned thereto in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Assignor hereby irrevocably sells, assigns, conveys, transfers, sets over, and delivers to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to all Owned Intellectual Property, which is encumbered by the Tax Liens, including, without limitation, all of Assignor's worldwide right, title and interest in and to the following Owned Intellectual Property, which is encumbered by the Tax Liens:

(a) utility patents, utility model patents, design patents and industrial designs and inventors' certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the "Transferred Patents"), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Transferred Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors' certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) Trademarks, including the trademark applications and registrations, common law trademarks, domain names, and social media accounts identified in Exhibit A (the “Transferred Trademarks”), all registrations and applications for any of the foregoing, renewals and extensions thereof, the ongoing and existing business of Assignor to which the Trademarks pertain, and all goodwill associated with any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, Software, databases, associated data and related documentation, and all rights therein, including the copyrights applications and registrations and Software identified in Exhibit A (the “Transferred Copyrights”), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) proprietary information, confidential information and trade secrets, including ideas, developments, improvements, disclosures, formulas, algorithms, source code, compositions, compilations, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, processes, techniques, manufacturing and production processes and techniques, research and development information, drawings, methods, reports, analyses, data analytics, specifications, designs, devices, plans, proposals, technical data, specifications, pricing information, cost information, business plans, business proposals, marketing proposals, financial and marketing plans and customer and supplier lists and information), including the trade secrets identified in Exhibit A (the “Transferred Trade Secrets”);

(e) all other intellectual property and proprietary rights in, arising out of, in connection with, or in relation to any of the foregoing ((a) through (e) are collectively referred to as the “Transferred Intellectual Property”), the same to be held and enjoyed by Assignee, its successors and assigns;

(f) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Transferred Intellectual Property in the name of Assignee, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Transferred Intellectual Property, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights, in each case, related to the Transferred Intellectual Property, and all rights corresponding thereto throughout the world for the Transferred Intellectual Property rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee and to record Assignee as owner of the Transferred Patents, Transferred Trademarks, and Transferred Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

4. Domain Name Transfer Procedure. Within five (5) Business Days of execution of this Assignment Agreement, Assignor agrees to do all things necessary, proper, or advisable to effect the transfer of the domain names that are Transferred Intellectual Property to Assignee by carrying out the applicable transfer instructions promulgated by the Registrar, including, as applicable, placing each of the domain names in “unlocked” status and provide Assignee the domain name registrars’ transfer authorization

codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Assignee.

5. Further Assurances. Assignor shall provide Assignee, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 2, above, including, without limitation, upon request by Assignee to execute all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or reasonably desirable to carry out the purposes or intent of this Assignment Agreement and to aid Assignee or its successors, assigns or other legal representatives to obtain and enforce proper protection for the Transferred Intellectual Property in all jurisdictions and to record Assignee as owner of the Transferred Intellectual Property, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives. Assignor shall not assert any right, title or interest in or to any of the Transferred Intellectual Property and shall not use any of the Transferred Intellectual Property except as may be expressly authorized by Assignee in writing.

6. Interpretation. The headings and captions used in this Assignment Agreement or in any exhibit attached hereto are for convenience of reference only and do not constitute a part of this Assignment Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Assignment Agreement, and all provisions of this Assignment Agreement shall be enforced and construed as if no caption or heading had been used herein or therein. Each defined term used in this Assignment Agreement shall have a comparable meaning when used in its plural or singular form. The use of the word "including" or "includes" herein means "including without limitation" and, unless the context otherwise required, "neither", "nor", "any", "either" and "or" shall not be exclusive. The term "pending" means pending (but is not to be construed as referring to any Action against any Person that has been filed but not yet served on such Person), and "threatened" means threatened (and is to be construed as referring, without limitation, to any Action against any Person that has been filed but not yet served on such Person). References to a particular agreement, document, instrument or certificate mean such agreement, document, instrument or certificate as amended, supplemented or otherwise modified from time to time if permitted by the provisions thereof other than any such reference set forth in the Schedules, which will be limited to such agreement, document, instrument or certificate and the amendments, supplements or other modifications specifically identified. The parties have participated jointly in the negotiation and drafting of this Assignment Agreement. In the event an ambiguity or question of intent or interpretation arises, this Assignment Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment Agreement.

7. Severability. Whenever possible, each provision of this Assignment Agreement will be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but if any provision of this Assignment Agreement is held to be prohibited by or invalid under applicable Legal Requirements, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment Agreement.

8. Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Assignment Agreement shall be governed by the internal Legal Requirements of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the Legal Requirements of any jurisdictions other than the State of Delaware. Each party hereby irrevocably submits to the exclusive jurisdiction of state and federal courts located in the State of Delaware in respect of any Action arising out of or relating to this Assignment Agreement or the transactions contemplated hereby and hereby waives, and agrees not to assert, any defense in any Action arising out of or relating to this Assignment Agreement or the transactions contemplated hereby that such party is not subject thereto or

that such Action may not be brought or is not maintainable in such courts or that this Assignment Agreement may not be enforced in or by such courts or that such party's property is exempt or immune from execution or that such Action is brought in an inconvenient forum or that the venue of such Action is improper. Each party further agrees, to the extent permitted by Legal Requirements, that any Order against such party in such Action shall be conclusive and may be enforced in any other jurisdiction within or outside the United States by suit on such Order, a certified copy of which shall be conclusive evidence of the fact and amount of such Order. Service of process with respect to any such Action may be made upon each party by certified or registered mail, postage prepaid and return receipt requested, as provided in Section 12 of this Assignment Agreement or to such party's registered agents for service of process in the state of such party's incorporation or organization.

9. Waiver of Jury Trial. Each party hereby irrevocably waives any and all right to trial by jury in any Action arising out of or related to this Assignment Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise. The parties agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the parties irrevocably to waive trial by jury and that any Action whatsoever between them relating to this Assignment Agreement or the transactions contemplated hereby shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury.

10. Counterparts; Delivery by Facsimile or E-Mail. This Assignment Agreement may be executed in one (1) or more counterparts (including by means of telecopied signature pages and electronically (PDF or similar format) transmitted signature pages), each of such counterparts will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, shall constitute one and the same instrument. This Assignment Agreement, any signed agreement or instrument entered into in connection with this Assignment Agreement and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or other electronic means, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of either party, the other party shall re-execute original forms thereof and deliver them to the requesting party. No party shall raise the use of a facsimile machine or other electronic means to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic means as a defense to the formation of a Contract, and each party forever waives any such defense.

11. Amendment and Waiver. This Assignment Agreement may be amended, and any provision of this Assignment Agreement may be waived; provided that any such amendment or waiver will be binding upon Assignor only if such amendment or waiver is set forth in a writing executed by Assignor and any such amendment or waiver will be binding upon Assignee only if such amendment or waiver is set forth in a writing executed by Assignee. No course of dealing between or among any Persons having any interest in this Assignment Agreement shall be deemed effective to modify, amend or discharge any part of this Assignment Agreement or any rights or Liabilities of any Person under or by reason of this Assignment Agreement. No waiver of any of the provisions of this Assignment Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any such waiver constitute a continuing waiver.

12. Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Assignment Agreement shall be in writing and shall be deemed to have been given (a) when personally delivered or sent by electronic mail; (b) one day after sent by reputable overnight express courier (charges prepaid); or (c) five (5) days following mailing by certified or registered mail, postage prepaid and return receipt requested. Unless another address is specified in writing in

accordance with this Section 12, notices, demands and communications to the parties shall be sent to the addresses indicated below:

Notices to Assignor:

Philip Martina
3512 Gatlin Avenue
Orlando, Florida 32812
Electronic Mail: Philip.Martina@infinitiemployment.com

with a copy to (which shall not constitute notice to Assignor):

Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
Regions Harbert Plaza
Suite 2400
Birmingham, Alabama 35203
Attention: Bradley H. Wood
Electronic Mail: bwood@maynardcooper.com

Notices to Assignee:

Kymerly Group Holdings LLC
c/o SE Capital Partners, LLC
155 N. Wacker, Suite 4250
Chicago, Illinois 60606
Attention: Jeff Kvam
Paul Mulvaney
Electronic Mail: kvam@secapital.com
mulvaney@secapital.com

with copies to (which shall not constitute notice to Assignee):

Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601
Attention: Brian Schafer
Electronic Mail: bschafer@winston.com

13. Successors and Assigns. This Assignment Agreement and all of the covenants and agreements contained herein and rights, interests or Liabilities hereunder, by or on behalf of any of parties, shall bind and inure to the benefit of the respective heirs, successors, assigns and executors of the parties whether so expressed or not, except that neither this Assignment Agreement nor any of the covenants and agreements herein or rights, interests or Liabilities hereunder may be assigned or delegated by Assignor without the prior written consent of Assignee.

14. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person other than the parties and their respective permitted successors and assigns any rights or remedies under or by reason of this Assignment Agreement, such third parties specifically including employees and creditors of the Company.

15. Entire Agreement. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Transferred Intellectual Property by Assignor.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR:

PHILIP MARTINA

By: 

ASSIGNEE:

KYMBERLY GROUP HOLDINGS LLC

By: _____

Name: Paul Mulvaney

Title: Vice President

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 007007 FRAME: 0152

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property as of the date first written above.

ASSIGNOR:

PHILIP MARTINA

By: _____

ASSIGNEE:

KYMBERLY GROUP HOLDINGS LLC

By:  _____
Name: Paul Mulvaney
Title: Vice President

EXHIBIT A

Transferred Intellectual Property

Transferred Patents:

None.

Transferred Trademarks:

Trademark Applications and Registrations:

Country	Trademark	Registration Date Registration Number	Application Date Appliactin Number	Status
US	KYMBERLY GROUP PAYROLL SOLUTIONS	5662679 01/22/2019	87671701 11/03/2017	Registered

Common Law Trademarks:



Domain Names:

Domain Name	Registrar
kymberlygrouppayroll.com	Internet Domain Service BS Corp.
kymberlygrouppayroll.net	Internet Domain Service BS Corp.
kimberlygrouppayroll.com	Internet Domain Service BS Corp.
kimberlygrouppayroll.net	Internet Domain Service BS Corp.
kymberlypayroll.net	Internet Domain Service BS Corp.
kimberlypayroll.com	Internet Domain Service BS Corp.
kimberlypayroll.net	Internet Domain Service BS Corp.
kymberlypayrollgroup.com	Internet Domain Service BS Corp.
kymberlypayrollgroup.net	Internet Domain Service BS Corp.
kymberly-group.com	Internet Domain Service BS Corp.
kymberly-group.net	Internet Domain Service BS Corp.
kymberlygroup.net	Internet Domain Service BS Corp.
kymberlygrouppayrollsolutions.com	Network Solutions, LLC
kymberlygroup.com	Internet Domain Service BS Corp.

Social Media Accounts:

- KGPS LinkedIn account
- KGPS Facebook account

Transferred Copyrights:

Copyright Applications and Registrations:

None.

Software:

None.

Transferred Trade Secrets:

None.