

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM623107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Black		11/20/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Cordico, Inc.		
Street Address:	2377 Gold Meadow Way		
Internal Address:	Suite 250		
City:	Gold River		
State/Country:	CALIFORNIA		
Postal Code:	95670		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90046413	XTEST	
Serial Number:	88928237	AUDIOCAST	
Registration Number:	6132298	CRISISALERT	
Registration Number:	5545504	CORECARD	
Registration Number:	4905648	CORDICO	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	1-216-586-3939		
Email:	matkins@jonesday.com, mmisitigh@jonesday.com		
Correspondent Name:	Michael Atkins		
Address Line 1:	901 Lakeside Avenue		
Address Line 2:	North Point		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Melanie H. Misitigh		
SIGNATURE:	/Melanie H. Misitigh/		
DATE SIGNED:	01/29/2021		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”), dated as of November 20, 2020 (“**Effective Date**”), is entered into by David Black, an individual, (“**Assignor**”) in favor of Cordico Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor has previously agreed to assign all right and title to certain intellectual property, including trademarks, over to Assignee.

WHEREAS, Assignor currently holds the trademark registrations and trademark applications set forth on Schedule A (the “**Assigned Trademarks**”), in his name as an individual.

WHEREAS, Lexipol, LLC (“**Buyer**”), has entered into an Equity Purchase Agreement, dated as of the Effective Date (as amended, modified or supplemented from time to time in accordance with its terms, the “**Purchase Agreement**”), with Cordico Psychological Corporation, a California professional corporation (“**CPC**”), David Black, an individual resident of the State of California (together with CPC, the “**Seller Parties**”), and David Black, in his capacity as the representative of the Seller Parties. The Seller Parties have agreed to sell to Buyer certain equity held by them.

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

SECTION 1. Definitions. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Purchase Agreement.

SECTION 2. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of, all of such Assignor’s right, title and interest in, free and clear of all Liens, to and under the Assigned Trademarks, together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks, all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including the right to compromise, sue for and collect such profits and damages, all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this Assignment not been made.

SECTION 3. Recordation. Assignor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and any other official of any applicable Governmental Entity in any other applicable jurisdictions, to record and issue any and all registrations from any and all applications for registration included in the Assigned Trademarks in the name of the Assignee.

SECTION 4. Further Assurances.

(a) At the request of Assignee (or its successors, assigns or legal representatives), Assignor shall timely execute and deliver any additional documents and perform any additional acts that Assignee or its counsel may request to assist in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Assigned Trademarks.

(b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Section 4(a), Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by the Assignor.

(c) Following the date hereof, Assignor shall take reasonable steps and actions, and provide reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee or any assignee or successor thereto. Assignee will also provide all reasonable assistance requested by Assignee in any action brought by Assignor to enforce, or protect, the Intellectual Property rights assigned herein.

SECTION 5. Counterparts. This Assignment and any amendments hereto may be executed in counterparts, including by electronic transmission in .pdf format, each of which shall be deemed to be an original, but all of which shall be considered one and the same instrument.

SECTION 6. Successors and Assigns. This Assignment will be binding upon, and inure to the benefit of and be enforceable by, the parties hereto and their respective successors and assigns.

SECTION 7. Governing Law. This Assignment will be deemed to be made in and in all respects will be interpreted, construed and governed by and in accordance with the law of the state of Delaware without regard to the conflicts of law principles thereof to the extent that such principles would direct a matter to another jurisdiction

[Signature Pages Follow]

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNOR:

DocuSigned by:


David Black

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the party hereto has caused this Assignment to be executed by a duly authorized officer as of the Effective Date.

ASSIGNEE:

Cordico Inc.

By: 

Name: L. Joseph Lee, Jr.

Title: Vice President and Secretary

[Signature Page to Trademark Assignment]

SCHEDULE A

ASSIGNED TRADEMARKS

MARK	APPLN NO.	FILED	REGN NO.	REGN DATE
XTEXT	90046413	7/10/20		
AUDIOCAST	88928237	5/21/20		
CRISISALERT	88677008	11/1/19	6132298	8/18/20
CORECARD	87761320	1/18/18	5545504	8/21/18
CORDICO	86181387	1/31/14	4905648	2/23/16