

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PROFESSIONAL MEDICAL PLACEMENT, INC.		03/11/2021	Corporation: MICHIGAN
PMP SEARCH GROUP, LLC d/b/a FINANCIAL SEARCH GROUP		03/11/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	PMP ACQUISITIONS LLC		
Street Address:	528 4th Street		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49504		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2364382	WE HAVE THE RIGHT JOB FOR YOU	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	2484337200		
Email:	khopf@dickinsonwright.com		
Correspondent Name:	DICKINSON WRIGHT PLLC		
Address Line 1:	2600 West Big Beaver		
Address Line 2:	Suite 300		
Address Line 4:	Troy, MICHIGAN 48084		
ATTORNEY DOCKET NUMBER:	29838-104		
NAME OF SUBMITTER:	Craig A. Phillips		
SIGNATURE:	/Craig A Phillips/		
DATE SIGNED:	03/26/2021		
Total Attachments: 6			

OP \$40.00 2364382

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Intellectual Property Assignment”) is entered into as of March 11, 2021, by and between PROFESSIONAL MEDICAL PLACEMENT, INC., a Michigan corporation and PMP SEARCH GROUP, LLC, a Michigan limited liability company d/b/a FINANCIAL SEARCH GROUP (each a “Seller” and collectively, “Sellers”) and PMP ACQUISITIONS LLC, a Michigan limited liability company (“Buyer”).

Recitals

A. The parties hereto are parties to that certain Asset Purchase Agreement, dated as of the date first set forth above (as the same may be amended, modified or supplemented, the “Purchase Agreement”).

B. Pursuant to the Purchase Agreement, Sellers have agreed to sell, assign, transfer, and convey to Buyer, among other assets, the Business Intellectual Property and has agreed to execute and deliver this Intellectual Property Assignment for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

C. This Intellectual Property Assignment is being executed and delivered for the purpose of effectuating the transfer and assignment of the Intellectual Property Assets from Sellers to Buyer.

Transfer and Agreement

1. Recitals; Definitions. The parties hereby affirm the accuracy of the recitals set forth above. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

2. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, pursuant to the Purchase Agreement, each Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Seller’s right, title, and interest in and to any and all of the following in any jurisdiction throughout the world (the “Assigned Intellectual Property”): all intellectual property and industrial property rights used in the conduct of the Business, and other similar proprietary rights, and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws, treaties, or conventions of any jurisdiction throughout the world, whether registered (including registrations listed on Exhibit A) or unregistered, including any and all:

(a) trademarks, service marks, trade names (including without limitation the names “**PMP PERSONNEL SERVICES**”, “**PMP, INC.**”, “**PROFESSIONAL MEDICAL PLACEMENT**”, “**THE PMP CORPORATION**” and “**FINANCIAL SEARCH GROUP**”), together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing), brand names, corporate names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association, or origin, together

with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing;

(b) internet domain names (including without limitation “**pmpcorp.net**”, “**pmpcorp.com**”, “**pmppersonnel.com**” and “**financialsearchgroup.com**”), whether or not trademarked or registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites, and related content, accounts with Twitter, Facebook and other social media companies and the content found thereon and related thereto, and the rights of privacy and publicity, and URLs;

(c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, formulas, methods, processes, data collections and other confidential and proprietary information and all rights therein;

(d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor’s certificates, petty patents and patent utility models);

(e) software and firmware, including data files, database data, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation; and

(f) all rights to any Actions of any nature available to or being pursued by Sellers to the extent related to the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive relief for 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.

3. Recordation; Further Acts. Each Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, each Seller, for itself and its successors and assigns, does hereby agree that it will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, transfers, assignments, and assurances as Buyer, or its successors and assigns, shall reasonably require in order to carry out the purpose of this Intellectual Property Assignment, including the execution of any documents, files, registrations, or other similar items that may be required to ensure that the Assigned Intellectual Property is properly assigned to Buyer, or its successors and assigns.

4. Terms of Purchase Agreement. The terms of the Purchase Agreement, including without limitation any representations, warranties, covenants, agreements, and indemnities relating to the Assigned Intellectual Property are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded

hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. This Intellectual Property Assignment is not intended to enlarge or reduce the rights of the parties under the Purchase Agreement, but is intended to carry out the terms therein.

5. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

6. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

7. Severability. If any provision of this Intellectual Property Assignment is deemed invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render it valid, legal, and enforceable, and, in the event no such limiting construction is possible, the invalid, illegal, or unenforceable provision shall be deemed severed from this Intellectual Property Assignment without affecting the validity or enforceability of any other provision of this Intellectual Property Assignment or invalidating or rendering unenforceable such provision in any other jurisdiction.

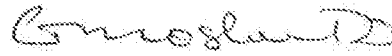
8. Counterparts; Electronic Copies. This Intellectual Property Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

[Signatures on following pages.]

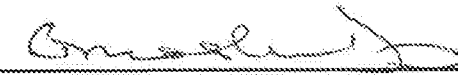
WHEREOF, the parties hereto have signed this Intellectual Property Assignment as of the date first written above.

Sellers:

PROFESSIONAL MEDICAL PLACEMENT, INC., a Michigan corporation

By: 
Dr. Gilbert Mosher, President

PMP SEARCH GROUP, LLC, a Michigan limited liability company d/b/a FINANCIAL SEARCH GROUP,

By: 


Name: Dr. Gilbert Mosher

Title: Manager

[Signature Page to Intellectual Property Assignment]

Buyer:

PMP ACQUISITIONS LLC, a Michigan limited liability company,

By: 

Kellie Haines, Manager

[Signature Page to Intellectual Property Assignment]

Exhibit A

Assigned Intellectual Property Registrations

Word Mark WE HAVE THE RIGHT JOB FOR YOU
Goods and Services IC 035. US 100 101 102. G & S: Personnel placement and recruitment services. FIRST USE: 19960300. FIRST USE IN COMMERCE: 19960300
Mark Drawing Code (1) TYPED DRAWING
Serial Number 75724829
Filing Date June 8, 1999
Current Basis 1A
Original Filing Basis 1A
Published for Opposition April 11, 2000
Registration Number 2364382
Registration Date July 4, 2000
Owner (REGISTRANT) PMP, Inc. CORPORATION MICHIGAN 1170 Bay View Road Petoskey MICHIGAN 49770
Attorney of Record Timothy E. Eagle
Type of Mark SERVICE MARK
Register PRINCIPAL
Affidavit Text SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20200708.
Renewal 2ND RENEWAL 20200708
Live/Dead Indicator LIVE