900610463 04/19/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM640297

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900602296

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
Vantage GRC Solutions, LLC		02/15/2021	Limited Liability Company: NEW JERSEY	

RECEIVING PARTY DATA

Name:	AML RightSource, LLC	
Street Address:	200 Public Square	
Internal Address:	Suite 3100	
City:	Cleveland	
State/Country:	ОНЮ	
Postal Code:	44114	
Entity Type:	Limited Liability Company: OHIO	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88776368	VANTAGE GRC SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2163634588

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.

Phone: 2163634677

Email: dpoirier@beneschlaw.com

Correspondent Name: Duncan H. Poirier Address Line 1: 200 Public Square

Suite 2300 Address Line 2:

Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER: 74272-00011 **NAME OF SUBMITTER:** Duncan H. Poirier **SIGNATURE:** /Duncan H. Poirier/ **DATE SIGNED:** 04/19/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment, effective as of February 15, 2021 (this "Trademark Assignment"), is entered into by and between Vantage GRC Solutions, LLC, a New Jersey limited liability company with an address of 646 Highway 18. East Brunswick, New Jersey 08816 ("Assignor"), and AML RightSource, LLC, an Ohio limited liability company with an address of 200 Public Square, Suite 3100, Cleveland, Ohio 44114 ("Assignee").

WHEREAS, the Assignor is the owner of all right, title, benefit, and interest in the trademarks set forth in the attached <u>Schedule A</u> (the "**Purchased Marks**");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title, benefit, and interest in, to, and under the Purchased Marks;

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement of December 18, 2020 (the "**Purchase Agreement**"), pursuant to which the Assignee is acquiring certain assets of Assignor as set forth in the Purchase Agreement, including the Purchased Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

The Assignor hereby sells, assigns, transfers, conveys, delivers, and sets over to the Assignee the Assignor's entire and undivided right, title, benefit, and interest, whether now existing or hereafter acquired, in, to, and under the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Purchased Marks, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee's own name.

The Assignor covenants and agrees to do all acts and take such further action, including execute and deliver, or cause to be executed and delivered, and acknowledge such additional documents, agreements, and instruments as the Assignee may reasonably request evidencing the sale, assignment, transfer, conveyance, delivery, and set over to Assignee of the Purchased Marks.

This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors, heirs, and assigns.

This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Any signature to this Trademark Assignment delivered via facsimile, electronic mail, in .pdf format, or other means of electronic transmission shall be deemed an original for all

purposes.

The recitals set forth above are incorporated herein by reference into the terms of this Trademark Assignment.

This Trademark Assignment is governed by and construed in accordance with the internal laws of the State of Ohio, without regard to conflict of laws principles.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

ASSIGNOR:

Vantage GRC Solutions, LLC by Tritan Holdings LLC, by Wifi Holdings, LLC, sole member of Tritan Holdings, LLC

Amit Govil, sole member of Wifi

Holdings, LLC

ASSIGNEE:

AML RightSource, LLC

By: Will Hough

Name: William Hausberg

Title: Vice President

SCHEDULE A Purchased Marks

Trademark	Country	Application Number	Filing Date
VANTAGE GRC SOLUTIONS	US	88776368	1/28/2020
(Stylized & Design)			

RECORDED: 03/15/2021