

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694764

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One on One Services, L.L.C.		12/03/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	One on One Sherpa, LLC		
Street Address:	3030 Locust Street		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2034792	ONE ON ONE	
Registration Number:	5088558	PROSPECT-CENTERED SELLING	
Registration Number:	5978384	TIME IN THE SELLING ZONE	
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:	3148630800		
Email:	stl.UStrademarks@stinson.com		
Correspondent Name:	Julie C. Scheipeter		
Address Line 1:	7700 Forsyth Blvd, Suite 1100		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	0825858.0026		
NAME OF SUBMITTER:	Julie Scheipeter		
SIGNATURE:	/Julie Scheipeter/		
DATE SIGNED:	12/14/2021		
Total Attachments: 5			
source=Intellectual Property Assignment - Sherpa CRM#page1.tif			
source=Intellectual Property Assignment - Sherpa CRM#page2.tif			

CH \$90.00 2034792

source=Intellectual Property Assignment - Sherpa CRM#page3.tif

source=Intellectual Property Assignment - Sherpa CRM#page4.tif

source=Intellectual Property Assignment - Sherpa CRM#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “**Agreement**”) is entered into as of December 3, 2021, by and between **ONE ON ONE SERVICES, L.L.C.**, a Missouri limited liability company (the “**Assignor**”) and **ONE ON ONE SHERPA, LLC**, a Delaware limited liability company (the “**Company**”). The parties hereto agree as follows:

AGREEMENT

1. This agreement confirms the assignment by the Assignor to the Company of all right, title and interest, on a worldwide basis, in and to the technology described in **Exhibit A** attached hereto and all applicable intellectual property rights, on a worldwide basis, related thereto, including, without limitation, copyrights, trademarks (together with the goodwill of the business associated therewith and which is symbolized thereby), trade secrets, patents, patent applications, moral rights, contract and licensing rights (the “**Property**”) and any and all modifications, derivative works and improvements in the Property created or developed by Assignor after the date hereof and any other intellectual property created or developed by Assignor after the date hereof. In consideration for such transfer of the Property, the Company granted to Assignor equity interests pursuant to that certain Amended and Restated Limited Liability Company Operating Agreement, dated as of September 25, 2014.

2. Upon each request by the Company, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at the Company’s expense as the Company may deem necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Property assigned hereunder, and render all necessary assistance in making application for and obtaining original, divisional, renewal, or reissued utility and design patents, copyrights, mask works, trademarks, trade secrets, and all other technology and intellectual property rights throughout the world related to any of the Property, in the Company’s name and for its benefit. In the event the Company is unable for any reason, after reasonable effort, to secure Assignor’s signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor. Assignor hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Assignor now or may hereafter have for infringement of any Property assigned hereunder.

3. Assignor further agrees to deliver to the Company upon execution of this Agreement any and all tangible manifestations of the Property, including, without limitation, all notes, records, files and tangible items of any sort in its possession or under its control relating to the Property. Such delivery shall include all present and predecessor versions. In addition, Assignor agrees to provide to the Company from and after the execution of this Agreement and at the expense of the Company competent and knowledgeable assistance to facilitate the transfer of all information, know-how, techniques, processes and the like related to such tangible manifestation and otherwise comprising the intangible aspects of the Property.

4. Assignor represents and warrants to the Company that (a) Assignor is the sole owner of the Property and has full and exclusive right to assign the rights assigned herein, (b) Assignor has full right and power to enter into and perform this Agreement without the consent of any third party, (c) all of the Property is free and clear of all claims, liens, encumbrances and the like of any nature whatsoever, (d) the Property is an original work of Assignor, (e) none of the Property infringes, conflicts with or violates any patent or other intellectual property right of any kind (including, without limitation, any trade secret) or similar rights

of any third party, (f) Assignor was not acting within the scope of employment or other service arrangements with any third party when conceiving, creating or otherwise performing any activity with respect to the Property, (g) the execution, delivery and performance of this Agreement does not conflict with, constitute a breach of, or in any way violate any arrangement, understanding or agreement to which Assignor is a party or by which Assignor is bound and (h) Assignor has maintained the Property in confidence and has not granted, directly or indirectly, any rights or interest whatsoever in the Property to any third party.

5. Assignor further represents and warrants to the Company that no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of any patent, trade secret or other intellectual property right or similar right, has been made or is pending or threatened against Assignor relative to the Property. Assignor agrees to promptly inform the Company of any such claim arising or threatened in the future with respect to the Property or any part thereof.

6. Assignor will indemnify and hold harmless the Company, from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys' fees and court costs) which result from a breach or alleged breach of any representation or warranty of Assignor (a "Claim") set forth in this Agreement, provided that the Company gives Assignor written notice of any such Claim and Assignor has the right to participate in the defense of any such Claim at its expense.

7. This Agreement and the Exhibit attached hereto constitute the entire, complete, final and exclusive understanding and agreement of the parties hereto with respect to the subject matter hereof, and supersedes any other prior or contemporaneous oral understanding or agreement or any other prior written agreement. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the parties hereto.

8. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without giving effect to any conflicts of laws principles that require the application of the law of a different state. Assignor hereby expressly consents to the personal jurisdiction of the state and federal courts located in the county in which the Company has its principal offices for any lawsuit filed there against Assignor by the Company arising from or related to this Agreement.

9. If any provision of this Agreement is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

10. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

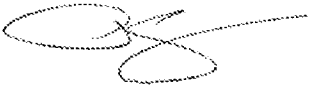
11. The provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto.

[Remainder of page intentionally left blank]

The undersigned have executed this **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** as of the date set forth above.

COMPANY:

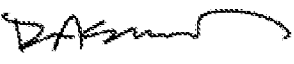
ONE ON ONE SHERPA, LLC

By:  _____

Name: Pedro Soares
Title: CEO

ASSIGNOR:

ONE ON ONE SERVICES, L.L.C.

By:  _____

Name: David A. Smith
Title: Manager

EXHIBIT A

DESCRIPTION OF TECHNOLOGY

1. The One on One Prospect-Centered Selling Training program consisting of training manuals, charts, graphics, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), concepts, techniques and all other subject matter protectable under patent, copyright, moral right, mask work, trade secret, or other laws anywhere in the world, including without limitation all new or useful art, combinations, discoveries, formulae, techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

2. The following Trademarks:

<u>ASSIGNOR</u>	<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLCIATION DATE</u>
One on One Services, LLC	ONE ON ONE	2,034,792	November 16, 1994
One on One Services, LLC	PROSPECT-CENTERED SELLING	5,088,558	October 17, 2014
One on One Services, LLC	TIME IN THE SELLING ZONE	5,978,384	October 26, 2015

3. The following Program materials and the above described intellectual property therein:

- St. Louis Training Manual January 31 – February 1, 2013
- "Stages of Change" in Senior Housing Sales
- Planning Advances Based on Prospect's Stage of Readiness
- Stages of Change – Readiness Continuum
- Measuring Success in Seniors Housing Sales: Prospect-Centered Selling with the "Stages of Change" Model.
- The Discovery Process – Asking Better Questions
- Planning Advances by Addressing Stages of Change
- Illustration of Prospect Planning Process
-

4. The following copyrighted files that are included in the Program:

- Advance Dec 4 Final Alignment
- A Residence Perspective Awakening the Giant Within Us Bridge New
- Cecil Mitchell
- Chuck Home Visits
- Chuck Perspective Home Visit Creative Follow Up
- Daily Sales Meeting
- Denial Dec 3 Final
- Discovery
- Emma
- Iceberg With Text

- Jackie Come to tems
- Man on Boat
- MomneedsAlJackie
- Motivational Interviewing Ed & Rozine
- MrEd
- NIC 2012 Journal Measuring Success in Seniors Housing Sales Prospect Centered Selling with the Stages of Change Model
- One 1867 Das Article
- Over Saturation Final
- Paradigm Shift
- PC Presentation Sheet
- Prospect Centered Senior Sales
- Relentless Pursuit
- Revised Case Study
- Romanced Chuck
- Self Awareness
- Selling Senior Housing
- Selling Zone
- Senior Housing Occupancies Art
- Solie Legacy Remembered
- Spectrum Article
- Stage 2 – Ambivalence
- Stage 3 Advance – YouTube Sharing
- Stages of Changes
- Stay in the Paint
- Thinking Dec 4 Final
- Who Cares About Mom
- Wyld Smith – Successful Sales Factors – NIC 2004 - Updated