

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Slayton Search Partners Group, LLC		02/01/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Slayton Search Partners, Inc.		
Street Address:	151 South Warner Road		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3384900	LIMIT-LESS	
Registration Number:	3384903	LIMIT-LESS SEARCH	
CORRESPONDENCE DATA			
Fax Number:	4122615066		
<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:	412-261-0310		
Email:	kharrison@camlev.com		
Correspondent Name:	Kathryn L. Harrison, Esquire		
Address Line 1:	310 Grant Street, Suite 1700		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
NAME OF SUBMITTER:	Kathryn L Harrison		
SIGNATURE:	/s/Kathryn L Harrison		
DATE SIGNED:	02/09/2022		
Total Attachments: 7			
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ASSIGNMENT OF TRADEMARK REGISTRATION

This Assignment of Trademark Registration (this “**Assignment**”) dated as of February 1, 2022, is made by and between SLAYTON SEARCH PARTNERS GROUP, LLC, a Delaware limited liability company, formerly Madison Wells Partners, Inc., an Illinois corporation, located at 200 South Wacker Drive, 40th Floor, Chicago, Illinois 60606 (“**Seller**”) and SLAYTON SEARCH PARTNERS, INC., a Delaware administratively void corporation with an incorporation date of December 20, 2005 and Delaware file number of 4079241, with a business address of 200 South Wacker Drive, 40th Floor, Chicago, Illinois 60606 (“**Old SSGI**” and collectively with Seller, “**Assignor**”), and SLAYTON SEARCH PARTNERS, INC., a Delaware corporation (incorporated on January 7, 2022 with a Delaware file number of 6530914), located at 151 South Warner Road, Wayne, PA 19087 (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset Purchase Agreement between Seller, Assignee, and the other parties thereto, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to convey, transfer, and assign (and cause Old SSGI to convey, transfer and assign) to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver (and cause Old SSGI to execute and delivery) this Assignment, for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably contribute, assign, transfer, and sell unto Assignee:

- a. all right, title and interest in and to the marks set forth on Exhibit A (collectively, the “**Marks**”), together with the goodwill of the business symbolized by the Marks, and the above-identified registration of the Marks;
- b. all rights of any kind whatsoever of Assignor accruing under the Marks provided by applicable law; and
- c. any and all claims and causes of action with respect to the Marks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such 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 reasonably necessary to effect, evidence, or perfect the assignment of the Mark to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. 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.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this 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 Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Governing Law. This 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the internal laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark Registration as of the date first set forth above.

SELLER/ASSIGNOR:

SLAYTON SEARCH PARTNERS GROUP, LLC

By: 

Name: Richard S. Slayton

Title: Chief Executive Officer

[Signature page - Assignment of Trademark Registration]

TRADEMARK
REEL: 007629 FRAME: 0740

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark Registration as of the date first set forth above.

OLD SSGI/ASSIGNOR:

SLAYTON SEARCH PARTNERS, INC.

By: 

Name:

Title:

[Signature page - Assignment of Trademark Registration]

TRADEMARK
REEL: 007629 FRAME: 0741

IN WITNESS WHEREOF, the parties have executed this Assignment of Trademark Registration as of the date first set forth above.

SELLER/ASSIGNOR:

SLAYTON SEARCH PARTNERS GROUP, LLC

By: _____

Name: Richard S. Slayton

Title: Chief Executive Officer

OLD SSGI/ASSIGNOR:

SLAYTON SEARCH PARTNERS, INC.

By: _____

Name:

Title:

AGREED TO AND ACCEPTED BY ASSIGNEE:

SLAYTON SEARCH PARTNERS, INC.,
a Delaware corporation

By: 
Martin E. Judge, III, Chief Executive Officer

EXHIBIT A

TRADEMARK REGISTRATION

Mark	Reg. No.	Registration Date	Goods/Services	U.S. Class(es)
LIMIT-LESS	3384900	February 19, 2018	Business advice and Information about a corporate executive whose wealth amounts to at least a million dollars, pounds, or the equivalent in other currency; Business advice and Information about corporate executives whose wealth amounts to at least a million dollars, pounds, or the equivalent in other currency; Business management consultation in the field of executive and leadership development; Executive search and placement services; Business advisory services, consultancy and information; Business consultation; Business consultation services; Consultancy of personnel recruitment; Personnel consultancy	100, 101, 102
LIMIT-LESS SEARCH	3384903	February 19, 2018	Business advice and Information about a corporate executive whose wealth amounts to at least a million dollars, pounds, or the equivalent in other currency; Business advice and Information about corporate executives whose wealth amounts to at least a million dollars, pounds, or the equivalent in other currency; Business management consultation in the field of executive and leadership development; Executive search and placement services; Business advisory services, consultancy and information; Business consultation; Business consultation services; Consultancy of personnel recruitment; Personnel consultancy	100, 101, 102