

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM714827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spidell Publishing, Inc.		12/21/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spidell Publishing, LLC		
Street Address:	1134 N. Gilbert Street		
City:	Anaheim		
State/Country:	CALIFORNIA		
Postal Code:	92801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4006909	SPIDELL'S ANALYSIS AND EXPLANATION OF CA	
Registration Number:	4140624	THE BIG BLUE ANSWER BOOK	
Registration Number:	2994628	SPIDELL'S CALIFORNIA TAXLETTER	
Registration Number:	3062222	SPIDELL PUBLISHING INC.	
Registration Number:	3299278	SPIDELL TAX SEMINARS	
Registration Number:	4882775	SPIDELL'S QUARTERLY TAX UPDATE	
Registration Number:	5027691	SPIDELL'S FEDERAL TAXLETTER	
Registration Number:	5374375	SPIDELL'S CALIFORNIA MINUTE	
Registration Number:	6381593	SPIDELL'S TAX SEASON TRIBUNE	
Serial Number:	90680875	SPIDELL'S STRATEGIC TAX ADVISOR	
CORRESPONDENCE DATA			
Fax Number:	8167531536		
<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:	8165724884		
Email:	uspt@polsinelli.com, jdesilva@polsinelli.com		
Correspondent Name:	Kathryn T. Allen		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		

CH \$265.00 4006909

ATTORNEY DOCKET NUMBER:	095000702742
NAME OF SUBMITTER:	Kathryn T. Allen
SIGNATURE:	/Kathryn T. Allen/
DATE SIGNED:	03/16/2022

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made, entered into and effective as of this December 21, 2021 ("the "Effective Date"), by Spidell Publishing, Inc., a California corporation (the "Assignor"), in favor of Spidell Publishing, LLC, a Delaware limited liability company (the "Assignee"). All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among the Assignor, the Assignee, CeriFi, LLC, a Delaware limited liability company, and the Stockholders (as defined in the Purchase Agreement).

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign to Assignee all of its right, title and interest in, and to execute this Trademark Assignment to enable Assignee to record the assignment of, all of the Assignor's right, title and interest in and to the trademarks set forth on Schedule 1 hereto (the "Trademark(s)"), the associated registration and renewals, all goodwill associated therewith, and all other rights, if any, in the Trademarks throughout the world (the "Trademarks and Related Rights").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each party hereto hereby agrees as follows:

1. Assignment. The Assignor hereby irrevocably conveys, transfers and assigns to Assignee as of the Effective Date, and Assignee hereby accepts, any and all right, title and interest of the Assignor in and to the Trademarks and Related Rights, including the right to sue and recover (for the sole use and benefit of Assignee and its successors, assigns or other legal representatives) damages for past, present and future infringement, misappropriation, dilution or other violation thereof or damage thereto, if any, in each case free and clear of all mortgages, pledges, ownership interests, security interests, liens, reservations and contract rights of third parties. Assignee is to hold all right, title and interest in and to the Trademark(s) and Related Rights as fully and exclusively as they would have been held and enjoyed by the Assignor had the assignment in this Section 1 not been made.

2. Authorization. The Assignor authorizes and requests Assignee to request the USPTO to record Assignee as assignee or transferee of the Trademark(s) and shall, promptly upon presentation to the Assignor by Assignee, execute, or procure the execution of, such transfer documents and provide such information as required by the USPTO, and the Assignor hereby covenants that the Assignor has full right to convey its entire interest herein assigned, and that the Assignor has not executed, and will not execute, any agreements in conflict herewith.

3. Further Assurances. Each party hereto shall, from time to time and at all times hereafter, upon the request of the other party hereto, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to carry out the intent of this Trademark Assignment.

4. Entire Agreement. This Trademark Assignment and the Purchase Agreement (including the other schedules and exhibits to the Purchase Agreement) contain the entire agreement of the parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the parties executed with or after this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon each party hereto and its respective successors and assigns.

6. Governing Law. The parties specifically agree that this Trademark Assignment shall in all respects be interpreted, read construed and governed by the internal Laws of the State of Delaware, exclusive of its conflicts of law rules.

7. Counterparts. This Trademark Assignment may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties to this Trademark Assignment may deliver their executed counterparts by facsimile or other electronic means.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

SPIDELL PUBLISHING, INC.

By: [Signature] 12/20/2021
Name: Lynn Freer
Title: President

STATE OF _____

COUNTY OF _____

On this day, _____, 2021, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the President of Assignor, and acknowledged the instrument to be the free act and deed of Assignor for the uses and purposes mentioned in the instrument.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public: For Notarized Acknowledgment. See Attached

My Commission Expires: _____

Assignee:

SPIDELL PUBLISHING, LLC

By: _____
Name: Eric Geveda
Title: Vice President

Signature Page to Trademark Assignment

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On December 20, 2021 before me, C. Blair Bricker Notary Public
(Here insert name and title of the officer)

personally appeared Lynn Freer
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]



Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Trademark Assignment
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 12/20/2021

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
Pres. Dept.
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed effective as of the date first above written.

ASSIGNOR:

SPIDELL PUBLISHING, INC.

By: _____
Name: Lynn Freer
Title: President

STATE OF _____
COUNTY OF _____

On this day, _____, 2021, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he or she executed the same in his or her authorized capacity as the President of Assignor, and acknowledged the instrument to be the free act and deed of Assignor for the uses and purposes mentioned in the instrument.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public: _____

My Commission Expires: _____

Assignee:

SPIDELL PUBLISHING, LLC

By: Eric Geveda
Name: Eric Geveda
Title: Vice President

SCHEDULE 1
TRADEMARKS

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Owner	Status
SPIDELL'S ANALYSIS AND EXPLANATION OF CALIFORNIA TAXES	U.S.	77896712 12/12/2009	4006909 08/02/2011	Spidell Publishing Inc	Registered
THE BIG BLUE ANSWER BOOK	U.S.	77896716 12/18/2009	4140624 05/15/2012	Spidell Publishing Inc	Registered
SPIDELL'S CALIFORNIA TAXLETTER	U.S.	78390234 03/24/2004	2994628 09/13/2005	Spidell Publishing Inc	Registered
SPIDELL PUBLISHING INC.	U.S.	78393691 03/31/2004	3062222 02/28/2006	Spidell Publishing Inc	Registered
SPIDELL TAX SEMINARS	U.S.	78701379 08/26/2005	3299278 09/25/2007	Spidell Publishing Inc	Registered
SPIDELL'S QUARTERLY TAX UPDATE	U.S.	86429688 10/21/2014	4882775 01/05/2016	Spidell Publishing Inc	Registered
SPIDELL'S FEDERAL TAXLETTER	U.S.	86429670 10/21/2014	5027691 08/23/2016	Spidell Publishing Inc	Registered
SPIDELL'S CALIFORNIA MINUTE	U.S.	87464398 05/25/2017	5374375 01/09/2018	Spidell Publishing Inc	Registered
SPIDELL'S TAX SEASON TRIBUNE	U.S.	88853961 03/31/2020	6381593 06/08/2021	Spidell Publishing Inc	Registered
SPIDELL'S STRATEGIC TAX ADVISOR	U.S.	90680875 04/29/2021		Spidell Publishing Inc	Registered