

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Potomac Companies, Inc.		03/17/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Calmhr, Inc.		
Street Address:	15825 Shady Grove Rd., Ste 170		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4041534	MANAGE TO ZERO	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<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:	5616535000		
Email:	ip@akerman.com		
Correspondent Name:	Akerman LLP		
Address Line 1:	777 S. Flagler Dr., Ste. 1100 West Tower		
Address Line 4:	West Palm Beach, FLORIDA 33401		
NAME OF SUBMITTER:	Peter A. Chiabotti		
SIGNATURE:	/Peter A. Chiabotti/		
DATE SIGNED:	03/18/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”) is made and entered into as of as of March 17, 2022 (“Effective Date”), by and between Potomac Companies, Inc., a corporation organized and existing under the laws of Maryland and located at 15825 Shady Grove Rd., Ste 170, Rockville, Maryland 20850, (“Assignor”) and Calmhr, Inc., a corporation organized and existing under the laws of Florida and located at 15825 Shady Grove Rd., Ste 170, Rockville, Maryland 20850 (“Assignee”).

Recitals

A. Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to certain Trademarks (as defined below) and related rights, together with the goodwill connected with the use of and symbolized by such Trademarks, subject to the terms and conditions set forth herein;

B. Assignee and Assignor desire to record the assignment set forth in this Assignment with the United States Patent and Trademark Office and any other public records for which recording is deemed appropriate by Assignee.

C. Now, therefore, Assignor and Assignee agree as follows:

Terms

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

(a) the trademark, service mark, brand, logo, trade dress, and trade name registrations and applications, and all goods and services therein, set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof and all common law rights therein (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, 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. Further Assurances. Assignor shall execute any instruments or documents and perform all other acts necessary or appropriate, in the reasonable discretion of the Assignee, to further evidence the intent and purpose of this Assignment.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

4. 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 State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, portable document format or other electronic means shall be effective as delivery of a manually executed counterpart to this Assignment.

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

IN WITNESS WHEREOF, the parties have executed this Assignment intending to be legally bound as of the Effective Date.

ASSIGNOR:

Potomac Companies, Inc.

DocuSigned by:
By: Joseph A. Appelbaum
Name: Joseph A. Appelbaum
Title: President

ASSIGNEE:

Calmhr, Inc.

DocuSigned by:
By: Joseph A. Appelbaum
Name: Joseph A. Appelbaum
Title: President

Schedule 1
Assigned Trademarks

Registrations and Applications

Docket No.	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
13094-6	MANAGE TO ZERO	85267287	03/15/2011	4041534	10/18/2011