

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HudsonMann, Inc.		06/03/2022	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Outsolve, LLC		
Street Address:	3330 W Esplanade Ave S		
Internal Address:	Ste 301		
City:	Metairie		
State/Country:	LOUISIANA		
Postal Code:	70002-3454		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5549150	DIVERSIFI	
Registration Number:	3590715	IPLANS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	704-331-1000		
Email:	few-ptotmcorrespondence@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	042952-007		
NAME OF SUBMITTER:	Tucker J. McKinley		
SIGNATURE:	/Tucker J. McKinley/		
DATE SIGNED:	06/21/2022		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Agreement”), dated as of June 3, 2022, is between HudsonMann, Inc. (“Assignor”), and Outsolve, LLC (“Assignee”). Assignor and Assignee are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

WHEREAS, Assignor is the owner of the trademarks, service marks, and trademark and service mark applications listed on Exhibit A (the “Marks”);

WHEREAS, Assignor desires to sell, transfer, assign, and convey to Assignee all of its right, title, and interest in and to the Marks, and Assignee desires to purchase, receive, and accept all of Assignor’s right, title, and interest in and to the Marks;

NOW, THEREFORE, in consideration of the foregoing, the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment and Transfer of Marks. Assignor hereby sells, transfers, assigns, and conveys to Assignee, and Assignee hereby purchases, receives, and accepts, all of Assignor’s right, title, and interest in and to the Marks, including but not limited to (a) all of the goodwill of the business symbolized by the Marks, (b) all registrations obtained by Assignor for the Marks, including all extensions and renewals thereof, (c) the right to file any document to prosecute the Marks and any associated applications, (d) the right to file any document to maintain the Marks and any associated registrations, (e) the right to sue for past, present and future infringement of the Marks, and (f) the right to collect and retain all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Marks, and in and to all causes of action, either at law or in equity for past, present or future infringement of said Marks; the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made.
2. Consideration. In consideration of the assignment set forth in Section 1, Assignee pays to Assignor, and Assignor acknowledges receipt of, the sum of one U.S. dollar (\$1.00).
3. Governing Law; Jurisdiction. This Agreement shall be governed by the Laws of the State of North Carolina without regard to its choice of law rules.
4. Authorization. Assignor hereby authorizes the Commissioner of Trademarks of the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or country to record Assignee as the owner of the Marks.
5. Miscellaneous. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties. This Agreement supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitutes, together with any exhibits, a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. This Agreement may not be amended, supplemented or otherwise modified except by a written agreement executed by both Parties. The Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute but one and the same instrument.

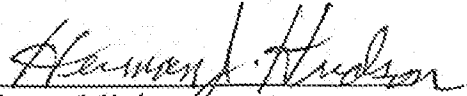
[Signature page follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

ASSIGNOR:

HudsonMann, Inc

By:


Name: Herman J. Hudson
Title: Chief Executive Officer

ASSIGNEE:

Outsolve, LLC

By:

Name: Jeremy Mancheski
Title: President

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 007758 FRAME: 0255

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first written above.

ASSIGNOR:

HudsonMann, Inc

By: _____
Name: Herman J. Hudson
Title: Chief Executive Officer

ASSIGNEE:

Outsolve, LLC

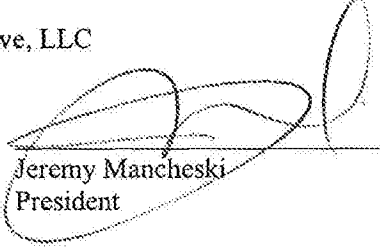
By: 
Name: Jeremy Mancheski
Title: President

EXHIBIT A

Country	Mark	Serial No.	Filing Date	Registration No.	Registration Date
USA	DIVERSIFI	87/682,694	11/13/2017	5,549,150	8/28/2018
USA	IPLANS	77/538,461	8/4/2008	3,590,715	3/17/2009