TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM777334

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Daniel Weiss		09/13/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Proco Global, Inc.	
Doing Business As:	Chartwell Compliance	
Street Address:	301 Virginia Avenue	
City:	Fairmont	
State/Country:	WEST VIRGINIA	
Postal Code:	26554	
Entity Type:	Corporation: MARYLAND	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4144207	CHARTWELL COMPLIANCE

CORRESPONDENCE DATA

Fax Number: 4153939887

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.

Phone: 415-954-0200

ip-squiretm@squirepb.com Email:

Correspondent Name: Philip R. Zender

Address Line 1: Squire Patton Boggs (US) LLP Address Line 2: 475 Sansome Street, Suite 1600 Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	111214.tbd
NAME OF SUBMITTER:	Philip R. Zender
SIGNATURE:	/philip r. zender/
DATE SIGNED:	12/29/2022

Total Attachments: 3

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> **TRADEMARK** REEL: 007934 FRAME: 0566

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is effective as of September 13, 2019 (the "Effective Date") by and between Daniel Weiss (also known as Dani Weiss) ("Assignor") and Proco Global, Inc., dba Chartwell Compliance, a Maryland corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the trademark and associated registration listed in Exhibit A (the "Mark").

WHEREAS, Assignee is desirous of acquiring all of Assignor's rights, title and interest in and to the Mark, including any and all goodwill relating thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns, transfers and conveys to Assignee, absolutely and in perpetuity, all of Assignor's entire right, title, and interest in and to the Mark, together with all of the goodwill associated therewith, and including the right to sue for and receive all damages from past infringements arising prior to the Effective Date, the same to be held and enjoyed by Assignee, its successors and assigns.
- 2. <u>Further Assurances</u>. Assignor further agrees to execute all documents and do all such other things as may be necessary or appropriate to carry out the intent and/or purpose of this Agreement, including but not limited to executing all necessary deeds, agreements or other documents required at law to effect registration or recordal of the assignment of the Mark. In addition, and without limiting the generality of the foregoing, Assignor further agrees, at the request of Assignee or its successors in interest, to do all lawful acts which may be required for obtaining and enforcing the intellectual property rights in the Mark, and otherwise to aid Assignee or its successors in interest in enforcing intellectual property rights in the Mark.
- 3. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Virginia applicable to agreements made and to be performed entirely within such state, but excluding the conflicts of laws principles thereof.
- 4. <u>Counterparts</u>. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

{Execution page follows}

TRADEMARK REEL: 007934 FRAME: 0567 IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

1 Gran

Daniel "Dani" Weiss

Proco Global, Inc. dba Chartwell Compliance

Name: Daniel Weiss

Title: President and CEO

{Signature page to Trademark Assignment Agreement}

EXHIBIT A

MARK

MARK	COUNTRY	REG. NUMBER
CHARTWELL COMPLIANCE	United States	4,144,207

TRADEMARK REEL: 007934 FRAME: 0569 RECORDED: 12/29/2022