

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787518

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cooper Compliance Corp.		10/27/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Radian Generation, LLC		
Street Address:	5821 Fairview Road		
Internal Address:	Suite 201		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5205544	GLOBAL AUDIT-READY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5184877770		
Email:	rboland@woh.com		
Correspondent Name:	Rebecca Boland		
Address Line 1:	One Commerce Plaza		
Address Line 2:	Whiteman Osterman & Hanna LLP		
Address Line 4:	Alany, NEW YORK 12260		
NAME OF SUBMITTER:	Rebecca Boland		
SIGNATURE:	/Rebecca Boland/		
DATE SIGNED:	02/16/2023		
Total Attachments: 5			
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OP \$40.00 5205544

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Trademark Assignment*”) is made as of October 27, 2022, by and between Cooper Compliance Corp., a California corporation (the “*Assignor*”), and Radian Generation, LLC, a Delaware limited liability company (the “*Assignee*”).

WITNESSETH:

WHEREAS, the Assignor owns the trademarks listed on Schedule A attached hereto (the “*Trademarks*”) that are registered or are the subject of a pending application with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among the Assignor, the Assignee and certain other parties thereto, the Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademarks, to the Assignee; and

WHEREAS, the Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. All capitalized words and terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. The Assignor hereby sells, assigns, and conveys to the Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom. The Assignor further sells, assigns and transfers to the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee’s own use and enjoyment, and for the use and enjoyment of its successors and assigns.

3. The Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by the Assignee. Following the date hereof, upon the Assignee’s reasonable request, and at the Assignee’s sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the 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 Trademarks to the Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for the Assignor or the Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

ASSIGNOR:

COOPER COMPLIANCE CORP.

By: Mary Jo Cooper
Name: Mary Jo Cooper
Title: President

State of _____)
County of _____)

Then personally appeared _____, the _____ of the above-named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this ____ of _____, 2022.

Notary Public _____
My commission expires: _____

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 Sacramento)

On 10/19/2022 before me, Rachael Newton, Notary Public
(Date) (Here Insert Name and Title of the Officer)

personally appeared Mary Jo Cooper
(Name(s) of Signer(s))

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.

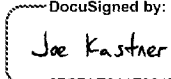
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
[Signature] (Signature of Notary Public) (Seal)

RACHAEL M. NEWTON
COMM. #2305952
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires 09/19/2023

ASSIGNEE:

RADIAN GENERATION, LLC

By: 
Name: Joe Kastner
Title: Chief Executive Officer

SCHEDULE A
TO
TRADEMARK MARK ASSIGNMENT

Trademark / Service mark	U.S. Registration No.	U.S. Serial No.	Date of Registration
GLOBAL AUDIT-READY	5205544	86750344	May 16, 2017