

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792516

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Imagination Publishing L.L.C.		10/27/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Tritech Marketing, LLC		
Street Address:	7020 High Grove Blvd.		
City:	Burr Ridge		
State/Country:	ILLINOIS		
Postal Code:	60527		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5420210	THOUGHT LEADERSHIP INDEX	
CORRESPONDENCE DATA			
Fax Number:	3123468434		
<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:	3124767674		
Email:	tm@llegal.com		
Correspondent Name:	George S. Pavlik		
Address Line 1:	120 South Riverside Plaza		
Address Line 2:	Suite 1300		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	George S. Pavlik		
SIGNATURE:	/George S. Pavlik/		
DATE SIGNED:	03/07/2023		
Total Attachments: 5			
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source=Assignment of Intellectual Property Agreement - Imagination Publishing#page2.tif			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is effective as of the 27th day of October, 2022 (the "Effective Date") and is by and between Imagination Publishing L.L.C., an Illinois limited liability company with address at 600 W. Fulton St., Chicago, Illinois 60661 ("Assignor"), and Tritech Marketing, LLC, an Illinois limited liability company with address at 7020 High Grove Blvd., Burr Ridge, Illinois 60527 ("Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor agreed to sell, transfer, convey and deliver to Assignee all Purchased Assets, including without limitation all intellectual property and intangible assets and rights which relate to, or are used or held for use in connection with the Business, as more fully described in the Purchase Agreement (collectively, the "Intellectual Property Rights"), on the terms and subject to the conditions set forth in the Purchase Agreement.

C. Assignor and Assignee now desire to enter into this Assignment for the purpose of memorializing the sale, conveyance, assignment, transfer and delivery to Assignee of the Intellectual Property Rights and recording the same with any applicable governmental entity.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and the consideration set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and hereby sells, assigns, transfers, conveys and delivers to Assignee, and Assignee has purchased and acquired from Assignor, and hereby purchases and acquires from Assignor, all right, title and interest in, to and under the Intellectual Property Rights, including without limitation: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, industrial design applications, industrial design registrations and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, including without limitation those identified on Exhibit A attached hereto; (b) all registered and unregistered trademarks, service marks, trade dress, logos, slogans, trade names, corporate names, Internet domain names, web addresses, uniform resource locators (URLs), email addresses, rights in telephone and fax numbers, and accounts with Twitter, YouTube, Facebook and other social media companies (including handles, user/account names and hashtags), together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, including without limitation those identified on Exhibit A attached hereto; (c) all published and unpublished works of authorship (whether or not copyrightable), including without limitation photos, videos, graphics, text, layouts, designs, software, documentation, websites, website content and mask works, and all copyrights (registered or unregistered) and, to the greatest extent permitted by applicable law and/or treaty, all related moral rights and rights of restraint therein and/or thereto, and all applications, registrations, and renewals in connection therewith, including without limitation those identified on Exhibit A attached hereto; (d) all trade secrets and confidential information; (e) all ideas, concepts, technology, discoveries, research and development, know-how, recipes, formulae, formulations, compositions, manufacturing and production processes and techniques, processes, methods of doing business, research and development information, software and software development methodologies, technical data, designs, drawings, specifications, rights

in molds, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals; (f) all applications and registrations for the foregoing, including the right to apply therefore, and any and all renewals, extensions and prolongations thereof that may be secured under all laws now or hereafter in force, including without limitation those identified on Exhibit A attached hereto; and, (g) all claims, causes of action and damages by reason of infringement, violation, misappropriation and/or other improper, unlawful and/or unfair use or disclosure of any of the foregoing (including the right to sue and collect damages therefor); all for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, for the full term and to the full extent of all such rights, and in all countries throughout the world wherein Assignor owns, possesses, or controls such rights.

2. Moral Rights. To the extent any applicable law or treaty prohibits the transfer or assignment of any moral rights or rights of restraint Assignor has in any of the Intellectual Property Rights, Assignor hereby irrevocably waives those rights as to Assignee (including Assignee's licensees, successors and assigns), and if such waiver of the foregoing rights is not permitted under applicable law or treaty, Assignor hereby irrevocably authorizes Assignee (including Assignee's licensees, successors and assigns), to publish, revise, alter, distort, transform, combine, manipulate, separate and otherwise commercialize the Intellectual Property Rights, whether in their entireties or portions thereof, in Assignee's (including Assignee's licensees', successors' and assigns') sole discretion and without restriction, and without credit, attribution or further consideration to Assignor.

3. Transfer of Domain Names. Assignor shall cooperate with Assignee to effect transfer to Assignee of all domain names included as part of the Intellectual Property Rights. Without limitation of the foregoing, within five (5) business days after the Effective Date of this Assignment, Assignor shall take all steps reasonably required by the current procedures promulgated by the registrar of such domain names, or any other registrar(s) that might be or become responsible for the transfer of such domain names, to transfer such domain names to Assignee, including without limitation removing any locks or transfer prohibitions from such domain names and completing any forms required to effect the transfer of such domain names to Assignee.

4. Cooperation. Assignor shall, at Assignee's expense, undertake to do or cease to do all such acts as Assignee may reasonably direct, and to execute, or cause its employees, agents, contractors and affiliates to execute, all such documents as Assignee deems reasonably necessary or helpful, to evidence, effect, vest and/or perfect in Assignee, and to assure further the rights, title and interest of Assignee, in and to the Intellectual Property Rights.

5. Successors and Assigns; No Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns, including any successor by way of merger, consolidation or acquisition of all or substantially all of the assets of a party. This Assignment shall not benefit or create any right or cause of action in or on behalf of any third party other than the parties hereto and their respective successors and assigns.

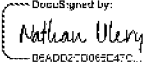
6. Counterparts. This Assignment may be executed in any number of original or facsimile counterparts, each of which shall constitute an original instrument, but all of which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNEE:

TRITECH MARKETING, LLC, an Illinois limited liability company

By:  _____
Name: Nathan Ulery
Title: Chief Operating Officer

[Signature page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

IMAGINATION PUBLISHING L.L.C., an Illinois
limited liability company

By: _____

Name:

Title: Authorized Signatory

EXHIBIT A

Trademark: USPTO Reg. No. 5,420,210 dated March 6, 2018 – “Thought Leadership Index”

Website: www.imaginepub.com