

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900743962
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Benchmark Digital Partners LLC		09/23/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Gensuite, LLC
Street Address:	680 Parkway Dr. #400
City:	Mason
State/Country:	OHIO
Postal Code:	45040
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	6532184	BENCHMARK DIGITAL
Registration Number:	6532185	BENCHMARK DIGITAL PARTNERS

CORRESPONDENCE DATA

Fax Number: 5135796457

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: 5135796590

Email: mmusekamp@kmklaw.com

Correspondent Name: Mark Eric Musekamp

Address Line 1: 1 E. 4th St., Ste. 1400

Address Line 4: Cincinnati, OHIO 45202

ATTORNEY DOCKET NUMBER:	BE4789CG0001
NAME OF SUBMITTER:	Mark E. Musekamp
SIGNATURE:	/Mark E. Musekamp/
DATE SIGNED:	03/24/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("**Trademark Assignment**"), dated as of September 23, 2020, is made by Benchmark Digital Partners LLC, a Delaware limited liability company, located at 680 Parkway Dr #400, Mason, OH 45040 ("**Assignor**"), in favor of Gensuite, LLC, a Delaware limited liability company, located at 680 Parkway Dr #400, Mason, OH 45040 ("**Assignee**").

WHEREAS, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

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

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (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. Recordation and Further Actions. Assignor hereby authorizes the applicable officials in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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

5. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

Benchmark Digital Partners LLC

By:  _____

Name: R Mukund

Title: CEO

Schedule 1

Assigned Trademarks

TM/AN/RN/Disclaimer	Owner	Full Goods/Services	Status/Key Dates
<u>BENCHMARK DIGITAL</u> RN: 6532184 SN: 90201853 Disclaimer: "DIGITAL"	Benchmark Digital Partners LLC (Delaware Limited Liability Company)	Int'l Class: 42 (Int'l Class: 42) Software as a service (SAAS) services featuring software for legal and corporate compliance program development, management, and transformation	Registered, October 19, 2021 Int'l Class: 42 First Use: January 1, 2021 Filed: September 22, 2020 Registered: October 19, 2021 Register Type: Principal Register
<u>BENCHMARK DIGITAL PARTNERS</u> RN: 6532185 SN: 90201859 Disclaimer: "DIGITAL PARTNERS"	Benchmark Digital Partners LLC (Delaware Limited Liability Company)	Int'l Class: 42 (Int'l Class: 42) Software as a service (SAAS) services featuring software for legal and corporate compliance program development, management, and transformation	Registered, October 19, 2021 Int'l Class: 42 First Use: January 1, 2021 Filed: September 22, 2020 Registered: October 19, 2021 Register Type: Principal Register

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