

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM811358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dion Training Solutions LLC		05/12/2023	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Dion Training Solutions, LLC		
Street Address:	1 California St, 29th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97223501	DION TRAINING	
CORRESPONDENCE DATA			
Fax Number:	7344184213		
<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:	7344184212		
Email:	trademark@honigman.com		
Correspondent Name:	Angela Alvarez Sujek		
Address Line 1:	39400 Woodward Avenue, Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	272826-525897		
NAME OF SUBMITTER:	Angela Alvarez Sujek		
SIGNATURE:	/angela alvarez sujek/		
DATE SIGNED:	05/18/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “*Agreement*”) is made and entered into as of May 12, 2023, by and between Dion Training Solutions LLC a Puerto Rico limited liability company (“*Assignor*”), and Dion Training Solutions, LLC a Delaware limited liability company (“*Assignee*”). Capitalized terms used, but not otherwise defined, herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Dion Training, LLC, a Florida limited liability company (“*Seller*”), Assignee and certain other parties thereto are parties to an Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Seller has agreed to sell, assign, transfer, convey and deliver to Assignee all right, title and interest in and to substantially all of the assets of the Seller (the “*Asset Sale*”), including registered intellectual property, together with the goodwill associated with and symbolized thereby, including those trademarks, service marks, and trade names listed in Schedule I (all of the foregoing, collectively, the “*Assigned Trademarks*”).

WHEREAS, Assignor and Seller are party to an Assignment and Bill of Sale, pursuant to which Assignor agreed to sell, assign, transfer, convey and deliver to Seller all right, title and interest in and to substantially all of the assets of the Assignor (the “*Assignment Agreement*”).

WHEREAS, Pursuant to Section 2 of the Assignment Agreement, Assignor agreed to execute this Agreement to consummate, confirm or evidence the sale, assignment, transfer, conveyance and delivery to Seller or any party selected by Seller in connection with the transactions contemplated by the Purchase Agreement of the Acquired Assets as contemplated under the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, all of Assignor’s right, title and interest throughout the world in and to the Assigned Trademarks, including all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the Assigned Trademarks pertain, together with any and all claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of any of the Assigned Trademarks in any relevant jurisdiction anywhere in the world.

2. **FURTHER ASSURANCES**

2.1 Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant trademark offices and similar intellectual property offices or government agencies in any jurisdiction throughout the world, including the United States Patent and Trademark Office.

2.2 Assignor grants the attorney of record the power to insert on this Agreement any further identifying information describing the parties or items listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and similar trademark offices, intellectual property offices and government agencies in any jurisdiction throughout the world, for recordation of this Agreement.

2.3 Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, to record Assignee as assignee and owner of the items listed in Schedule I hereto.

2.4 Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, on behalf of and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of the Assigned Trademarks and to give receipts and releases for and in respect of the Assigned Trademarks, or any part thereof, and from time to time to institute and prosecute in Assignor's name, at the sole expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, reasonably may require for the collection or reduction to possession of any of the Assigned Trademarks. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable and, accordingly, may not be revoked by Assignor in any manner or for any reason whatsoever.

3. GENERAL

3.1 This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law.

3.2 This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

3.3 This Agreement shall extend to, inure to the benefit of and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, agents, employees, representatives, affiliates, successors, heirs and assigns.

3.4 This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format (or any electronic signature complying with the U.S. federal E-SIGN Act of 2000) of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

Dion Training Solutions LLC (PR)

DocuSigned by:
Jason Dion
By: _____
2BF189A9CC944A4...

Name: Jason Dion

Title: Member

DocuSigned by:
Tamera Lynn Dion
By: _____
C49F32AE528D488...

Name: Tamera Lynn Dion

Title: Member

ASSIGNEE:

Dion Training Solutions, LLC (DE)

By: Jonathan Zeidan

Name: Jonathan Zeidan


Title: Vice President

Date: _____

[Signature Page to Trademark Assignment Agreement]

SCHEDULE I

Assigned Trademarks

Mark/Design	Record Owner/Inventor	Jurisdiction Issued, registered or filed	Application Serial Number	Issue/Registration /Filing Date	Current Status
	Dion Training Solutions LLC (PR)	US	97223501	February 14, 2023	Active

[Schedule I to Trademark Assignment Agreement]

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RECORDED: 05/18/2023

**TRADEMARK
REEL: 008076 FRAME: 0578**