TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM847827

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
Jennifer Brekke		10/17/2023	INDIVIDUAL: UNITED STATES
Raffi Siyahian		10/17/2023	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Scout Marketing LLC	
Street Address:	1375 Peachtree Street NE, Suite 180N	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30309	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number: 6026646		HUMAN CONNECTION SCORE

CORRESPONDENCE DATA

Fax Number: 9143817608

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: (914) 381-7600 Email: slocke@dorflaw.com

Correspondent Name: Scott D. Locke

Dorf Nelson & Zauderer LLP Address Line 1: Address Line 2: 555 Theodore Fremd Avenue Address Line 4: Rye, NEW YORK 10580

NAME OF SUBMITTER: Scott D. Locke SIGNATURE: /Scott D. Locke/ **DATE SIGNED:** 10/23/2023

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK

This Assignment of Trademark (this "**Agreement**") is effective as of October 17, 2023, by and between **Jennifer Brekke**, an individual having an address of 1375 Peachtree St. NE, Suite 180N, Atlanta, Georgia 30309, **Raffi Siyahian**, an individual having an address of 1375 Peachtree St. NE, Suite 180N, Atlanta, Georgia 30309 (together with Jennifer Brekke, each an "**Assignor**" and, collectively, "**Assignors**"), and **Scout Marketing LLC**, a Delaware Limited Liability Company with a location at 1375 Peachtree St. NE., Suite 180N, Atlanta, Georgia 30309 ("**Assignee**").

WHEREAS, Assignors are the owner of certain rights, title, and interest, including common law and statutory rights, in and to the trademark identified on **Schedule A** attached hereto (the "**Trademark**"); and

WHEREAS, Assignors wish to assign, transfer, convey, and deliver to Assignee, and Assignee wishes to acquire from Assignors, all of Assignors' rights, title, and interest in and to the Trademark, together with all goodwill of the business connected with the use of, symbolized by, and associated with the Trademark, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. Assignment. Each Assignor hereby irrevocably conveys, transfers, assigns, and delivers to Assignee, and Assignee hereby accepts from each Assignor, all of such Assignor's rights, title, and interest in and to the Trademark in the world, including, but not limited to, all common law and statutory rights therein, all trademark and service mark registrations and pending registration applications, all other registration rights throughout the world with respect to the Trademark, all proceeds, benefits, privileges, causes of action, and remedies relating to the Trademark, all rights to bring any and all actions, whether at law or in equity, for past, present, and future infringement, dilution, misappropriation, misuse, or other violation of the Trademark, and all rights to secure and recover damages, profits, and injunctive relief for all past, present, or future infringement, dilution, misappropriation, misuse, or other violation of the Trademark, together with all goodwill of the business connected with the use of, symbolized by, and associated with the Trademark (collectively, the "Assigned Trademark Rights").
- 2. <u>Recordation</u>. Assignors hereby authorize Assignee to record this Agreement with the U.S. Patent and Trademark Office.
- 3. <u>Further Acts.</u> At Assignee's request, Assignors shall duly execute and deliver, or cause to be duly executed and delivered, and do and cause to be done, such further instruments, acts, and things, including the execution, delivery, and filing of confirmatory and other assignments, powers, and other documents and instruments, as may be necessary, or as Assignee may reasonably request, to update the ownership records for the Trademark and otherwise vest in Assignee all rights, title, and interest in and to the Trademark and in and to all Assigned Trademark Rights.

- 4. <u>Consideration</u>. In consideration for the sum of \$100 payable to each Assignor, which Assignors agree is sufficient consideration, each Assignor voluntarily assigns the Trademark and the Assigned Trademark Rights to Assignee as set forth in <u>Section 1</u>.
- 5. <u>Entire Agreement</u>. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.
- 6. <u>Amendment</u>. This Agreement may be amended only by a writing signed by each of the parties hereto.
- 7. <u>Severability</u>. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall not be affected by such invalidity or unenforceability.
- 8. <u>Governing Law</u>. This Agreement shall be construed and enforced in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York, without reference to its conflicts of law provisions, and each of the parties hereto agrees to submit itself to the exclusive jurisdiction of, and any proceeding arising out of or relating to this Agreement shall be brought exclusively in, the state and federal courts located in New York City.
- 9. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts (including by means of facsimile or scanned and emailed signature pages), all of which taken together shall constitute one instrument.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first set forth above.

ASSIGNORS: ASSIGNEE:

SCOUT MARKETING LLC

DocuSigned by:

Jennifer Brekke

Peter McElligott Name: Peter McElligott

Title: Vice President & Asst. Secretary

Raffi Siyahian Raffi Siyahian

RECORDED: 10/23/2023

SCHEDULE A

Trademark	App. Ser. No.	Reg. No.	Country
HUMAN CONNECTION SCORE (word mark)	88299653	6026646	United States