

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM854735

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Biddle Consulting Group, Inc.		11/01/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Resolution Economics, LLC		
<b>Street Address:</b>	1925 CENTURY PARK EAST		
<b>Internal Address:</b>	15TH FLOOR		
<b>City:</b>	LOS ANGELES		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4631391	COMPARE COMPENSATION ANALYSIS & REPORTIN	
<b>Registration Number:</b>	4651962	AUTOAAP	
<b>Registration Number:</b>	4758832	MYAAP	
<b>Registration Number:</b>	7007747	WHAT WE DO MATTERS	
<b>Registration Number:</b>	3717796	EEO INSIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	trademark@honigman.com		
<b>Correspondent Name:</b>	Steven M Forte		
<b>Address Line 1:</b>	39400 Woodward Ave		
<b>Address Line 2:</b>	#101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	269169-529863		
<b>NAME OF SUBMITTER:</b>	Steven M Forte		
<b>SIGNATURE:</b>	/steven m forte/		
<b>DATE SIGNED:</b>	11/20/2023		

CH \$140.00 4631391

**Total Attachments: 7**

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## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “Assignment”), dated as of November 1, 2023 (the “Effective Date”), is made by and between Biddle Consulting Group, Inc., a California corporation (“Seller”), and Resolution Economics, LLC, a California limited liability company (“Buyer”).

**WHEREAS**, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Seller has agreed to enter into this Assignment;

**WHEREAS**, as set forth in the Purchase Agreement, Seller agrees to assign certain Proprietary Rights to Buyer on the terms and conditions contained in this Assignment; and

**WHEREAS**, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereunto agree as follows:

1. **Definition of Proprietary Rights.** As used in this Assignment, the term “Proprietary Rights” means any and all industrial and intellectual property rights and all rights associated therewith, throughout the world and in any jurisdiction, including all: (i) patents and applications therefor and all reissues, reexaminations, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) Trade Secrets; (iii) trade names, logos, trade dress, trademarks and service marks (whether registered or not), trademark and service mark registrations, trademark and service mark applications (including intent-to-use applications), corporate names, slogans, fictitious names and other source identifiers, including renewals therefor, and any and all goodwill associated with and symbolized by the foregoing items, internet domain name registrations, URLs or addresses; (iv) copyrights (whether registered or not), copyright registrations and applications therefor, and all other rights corresponding thereto, all copyrightable works, works of authorship, mask works, mask work registrations and applications therefor, and any equivalent or similar rights in semiconductor masks, layouts, architectures or topology; (v) all Software, including source code, object code, firmware, development tools, files, records and data, all schematics, netlists, test methodologies, test vectors, emulation and simulation tools and reports, and hardware development tools; (vi) rights in prototypes, breadboards and other devices; (vii) databases and data collections and all rights therein; (viii) moral and economic rights of authors and inventors, however denominated; and (ix) similar or equivalent rights to any of the foregoing, and all tangible embodiments of the foregoing.

2. **Assignment.** Seller hereby sells, assigns, transfers and delivers to Buyer, and Buyer hereby accepts from Seller all right, title, and interest in and to the following:

a. except as provided in Section 1.2(i) of the Schedules, all Proprietary Rights owned or controlled by Seller and all Proprietary Rights used in or necessary for the operation of the Business as presently conducted, including the Proprietary Rights set forth on Schedule A (the “Intellectual Property”);

b. any and all royalties, fees, income, payments, and other proceeds due or payable following the Closing with respect to any and all of the foregoing; and

c. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Closing, 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.

3. **Moral Rights.** To the extent any moral rights of Seller in the Intellectual Property cannot be transferred, Seller hereby waives the right to exercise such moral rights against Buyer or any of its licensees. "Moral Rights" means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author's reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

4. **Cooperation.** Seller agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by Buyer of the Intellectual Property or assist any third party in any of the foregoing.

5. **Recordation and Further Actions.** Seller hereby authorizes the U.S. Patent and Trademark Office, the U.S. Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment or a short-form version of the assignment upon request by Buyer, and Seller will, within ten (10) days of Buyer's request, execute and notarize any such short-form assignment that is consistent with this Assignment. Following the date hereof, upon Buyer's request, Seller shall take such reasonable steps and actions, and provide such cooperation and assistance to Buyer 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 Intellectual Property to Buyer, or any Buyer or successor thereto, in each case as reasonably requested by Buyer and at Buyer's cost.

6. **Interpretation.** This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement, or modify or otherwise affect any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

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

9. **Governing Law.** The interpretation and construction of this Agreement, and all matters relating hereto, will be governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely within the State of Delaware without giving effect to any conflict of law provisions thereof.

*[The remainder of this page is left blank intentionally.]*

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

**BUYER:**

DocuSigned by:  
**Resolution Economics, LLC**

By:   
332FB2DEB19C4DC...

Name: Ali Leemann  
Title: Managing Partner

**SELLER:**

**Biddle Consulting Group, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

**BUYER:**

**Resolution Economics, LLC**

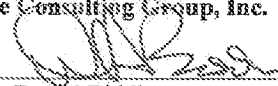
By: \_\_\_\_\_

Name:

Title:

**SELLER:**

**Biddle Consulting Group, Inc.**

By:  \_\_\_\_\_

Name: Daniel Biddle

Title: Chief Executive Officer

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT

SCHEDULE A

INTELLECTUAL PROPERTY


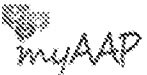
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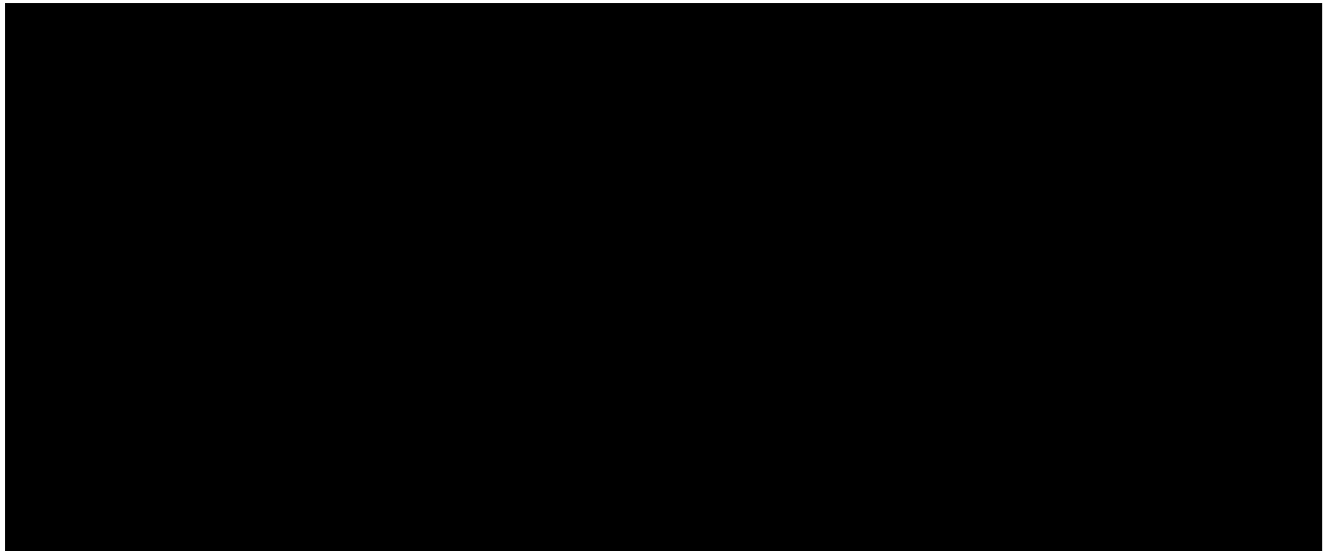
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[REDACTED]

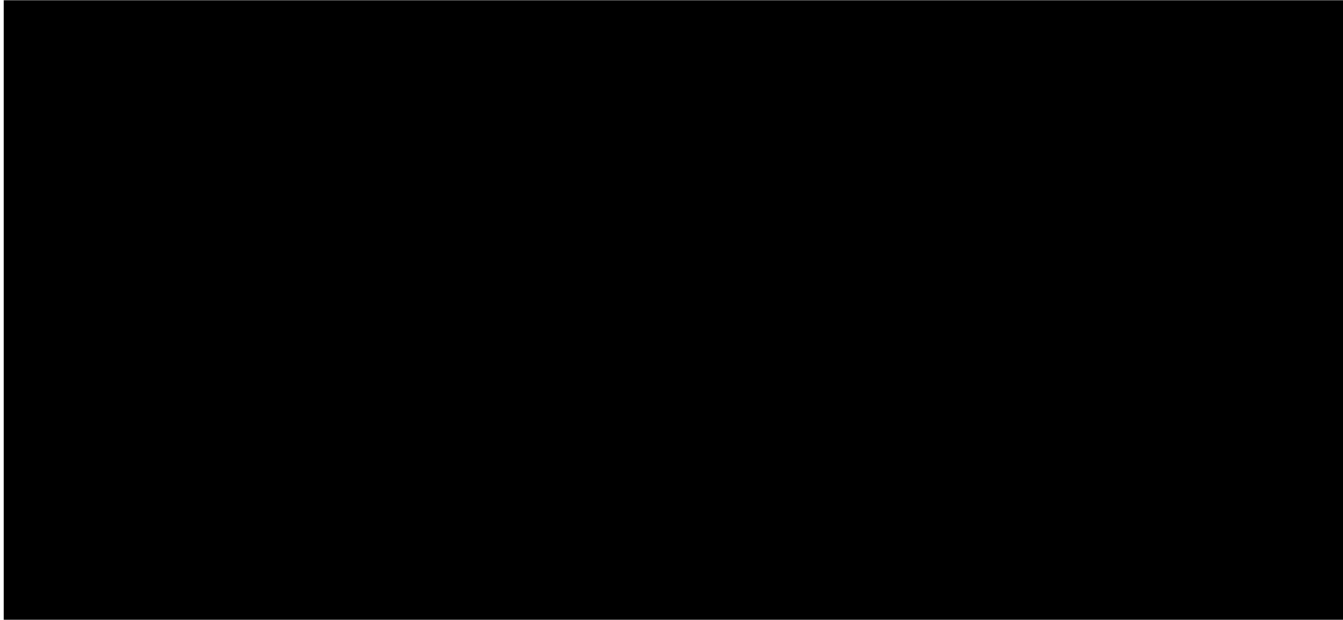


Registered Trademarks

Mark/Name	Jurisdiction	App. No./Reg. No.
	US	RN: 4631391 SN: 86180995
<b>AutoAAP</b>	US	RN: 4651962 SN: 86224562
	US	RN: 4758832 SN: 86331390
<u>WHAT WE DO MATTERS</u>	US	RN: 7007747 SN: 97042168
<u>EEO INSIGHT</u>	US	RN: 3717796 SN: 77651407







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**RECORDED: 11/20/2023**

**TRADEMARK  
REEL: 008263 FRAME: 0548**