

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM869259

<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>
NSC Holdings, LLC		01/09/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NSC Technologies, LLC		
<b>Street Address:</b>	1200 Ashwood Parkway, Suite 590		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30338		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98056549	THE SKILLED STAFFING EXPERTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3172362219		
<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>Phone:</b>	3172365882		
<b>Email:</b>	ipdocket@icemiller.com, erica.clark@icemiller.com		
<b>Correspondent Name:</b>	Ice Miller/Holiday W. Banta		
<b>Address Line 1:</b>	One American Square Suite 2900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282		
<b>NAME OF SUBMITTER:</b>	Holiday W. Banta		
<b>SIGNATURE:</b>	/Holiday W. Banta/		
<b>DATE SIGNED:</b>	01/18/2024		
<b>Total Attachments: 4</b>			
source=Executed Assignment from NSC Holdings, LLC to NSC Technologies, LLC 059979.00011 4890-7765-5451 v.1#page1.tif			
source=Executed Assignment from NSC Holdings, LLC to NSC Technologies, LLC 059979.00011 4890-7765-5451 v.1#page2.tif			
source=Executed Assignment from NSC Holdings, LLC to NSC Technologies, LLC 059979.00011 4890-7765-5451 v.1#page3.tif			

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## ASSIGNMENT

### 1. DEFINITIONS

- 1.1 **ASSIGNOR** means NSC Holdings, LLC, a limited liability company of the State of Delaware, having a principal place of business at 1200 Ashwood Pkwy, Suite 590, Atlanta, Georgia 30338.
- 1.2 **ASSIGNEE** means NSC Technologies, LLC, a limited liability company of the State of Virginia, having a principal place of business at 1200 Ashwood Parkway, Suite 590, Atlanta, GA 30338 as well as its successors and/or assigns.
- 1.3 **MARK** means and includes each and every property identified in the attached Exhibit A that is used as a source designation, including all goodwill, common law rights, and statutory rights in the listed properties.
- 1.4 **RELATED MARKS** means and includes any and all source designations, including all goodwill, common law rights, and statutory rights therein, incorporating, part of, resulting from, and/or otherwise associated with any source designation listed in Exhibit A.
- 1.5 **RELATED MARK CASES** means and includes:
- a. any and all (whether or not in Exhibit A) United States state applications, federal applications, state registrations, federal registrations, common law usage, Trademark Trial and Appeal Board proceedings, other administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS; and
  - b. any and all (whether or not listed above) non-United States applications, registrations, common law usage, administrative proceedings, alternative dispute resolution proceedings, and/or court litigation proceedings incorporating, referring to, relating to, and/or embodying any source designation listed in Exhibit A and/or RELATED MARKS.
- 1.6 **TRANSFERRED RIGHTS** includes, but is not limited to, any and all rights, title, and/or interests assigned or otherwise transferred in this assignment.
- 1.7 **GEOGRAPHIC SCOPE** means worldwide.
- 1.8 **EFFECTIVE DATE** means the date this assignment is first signed by at least one of the parties hereto.

### 2. ASSIGNMENT OF RIGHTS

- 2.1 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all rights, title, and interest in and/or to the MARK, RELATED MARKS, and RELATED MARK CASES.
- 2.2 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.3 **Right to Claim Priority.** The ASSIGNOR hereby assigns to the ASSIGNEE all right, title, and interest to claim priority to and/or from the MARK, RELATED MARKS, and RELATED MARK CASES.
- 2.4 **Infringement, Dilution, and Misappropriation.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future causes of action for infringement, dilution, unfair competition, and/or misappropriation of the MARK, RELATED MARKS, and/or RELATED MARK CASES, whether the infringement, dilution, unfair competition, and/or misappropriation is committed and/or the cause of action therefor comes into existence before, during, or after the EFFECTIVE DATE.
- 2.5 **Remedies.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future remedies for infringement, dilution, unfair competition, and/or misappropriation, including, and not limited to, equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs.

2.6 Scope. All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

2.7 Indemnification. ASSIGNEE hereby agrees to indemnify ASSIGNOR, its subsidiaries and its and their respective successors, assigns, directors, officers, employees, agents, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including but not limited to reasonable attorneys' fees and costs, actually or allegedly, directly or indirectly, arising out of or related to the Transferred Rights.

### 3. PRIVILEGE

3.1 Assignment of Privilege. The ASSIGNOR hereby assigns to the ASSIGNEE all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR in relation to the TRANSFERRED RIGHTS.

3.2 Prevent Waiver of Privilege. The ASSIGNOR hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from the ASSIGNEE and/or its legal representatives.

3.3 Partial Waiver of Privilege. The ASSIGNOR hereby agrees that any partial waiver of the attorney-client privilege, common interest privilege, and/or work product protection of the ASSIGNOR does not constitute total waiver.

### 4. COVENANTS AND WARRANTIES

4.1 Authority to Convey. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has the full right and authority to convey the TRANSFERRED RIGHTS assigned by this assignment.

4.2 No Conflicts. The ASSIGNOR hereby covenants and warrants that the ASSIGNOR has not executed and will not execute any documents and/or perform any acts conflicting with this assignment.

### 5. MISCELLANEOUS

5.1 Issue Registration to Assignee. The ASSIGNOR hereby authorizes and requests that any and all registrations (federal, state, and foreign) concerning the MARK, RELATED MARKS, and/or RELATED MARK CASES issue to the ASSIGNEE, its successors in interest, its assigns, and/or its legal representatives.

5.2 Severability. If any provision of this assignment is ruled invalid and/or unenforceable by a court or other tribunal, such decision shall not affect the validity and/or enforceability of the remaining provisions of this assignment.

5.3 Choice of Law. This assignment shall be interpreted and controlled by the laws of the United States, and in particular in accordance with the laws of the State of Delaware, without reference to the conflict of law principles thereof. It is further understood that ASSIGNOR consents to the federal and state courts of Delaware located in New Castle County in connection with any dispute arising under the assignment.

5.4 Effective Date. This assignment is hereby made effective as of the EFFECTIVE DATE.

5.5 Insert Exhibit A Information. If Exhibit A is blank or information is missing in Exhibit A of this assignment, the ASSIGNOR and ASSIGNEE hereby authorize and request the firm of Ice Miller LLP, Ice Miller LLP's successor in interest, or Ice Miller LLP's designee, to insert the MARK information, including the application number(s), registration number(s), filing date(s), and/or common law usage information in Exhibit A of this assignment once known.

ASSIGNOR SIGNATURE

IN WITNESS WHEREOF, this Assignment has been duly executed by the below signed Assignor.

NSC Holdings, LLC, 1200 Ashwood Pkwy, Suite 590, Atlanta, Georgia 30338 (limited liability company of Delaware)

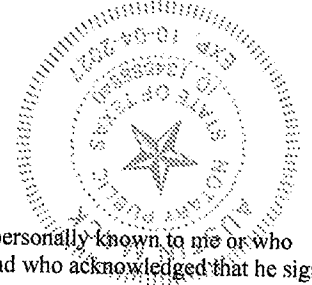
Signature: [Handwritten Signature]

Date: 1/2/24

**John Gulnac**  
Chief Executive Officer

STATE OF Texas )

COUNTY OF Texas ) ss:



On this 4th day of January, 2024, there appeared before me John Gulnac, personally known to me or who proved to me his identification, who stated that he is Chief Executive Officer at NSC Holdings, LLC, and who acknowledged that he signed the foregoing instrument as his voluntary act and deed.

My Commission Expires: 10/04/27

[Handwritten Signature]  
NOTARY PUBLIC

Assignee:

Assignee hereby accepts the sale, transfer, and assignment of the TRANSFERRED RIGHTS.

NSC TECHNOLOGIES, LLC

Signature: [Handwritten Signature]

By: John Gulnac

Title: Chief Executive Officer and President

Date: 5<sup>th</sup> day of Jan 2024

[Handwritten Signature]

**EXHIBIT A**

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
THE SKILLED STAFFING EXPERTS	98/056,549	June 23, 2023	N/A	N/A
THE SKILLED STAFFING EXPERTS	Common law rights	N/A	N/A	N/A