

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI101315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Federal Wage and Labor Law Institute, Ltd.		03/06/2024	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Company Name:	OutSolve, LLC		
Street Address:	3330 W Esplanade Ave S, Suite 301		
City:	Metairie		
State/Country:	LOUISIANA		
Postal Code:	70002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85304978	ALL-IN-ONE	
CORRESPONDENCE DATA			
Fax Number:	2026261700		
<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:	2028795467		
Email:	kmhutchison@jonesday.com		
Correspondent Name:	Kristi Hutchison		
Address Line 1:	51 Louisiana Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001		
ATTORNEY DOCKET NUMBER:	560255.084000		
NAME OF SUBMITTER:	Kristi Hutchison		
SIGNATURE:	Kristi Hutchison		
DATE SIGNED:	03/21/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is made on March 6, 2024, by and between The Federal Wage and Labor Law Institute, Ltd., a Texas limited partnership (“Assignor”), and OutSolve, LLC, a Delaware limited liability company (“Assignee”), pursuant to an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignor, Assignee and certain other parties thereto. Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS

WHEREAS, Assignor is the owner of the entire right, title and interest in, to the United States trademark registration listed on **Schedule A** hereto or that otherwise constitute Purchased Assets under the Purchase Agreement (collectively, the “Marks”), and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and with respect to the following: (i) the Marks, together with the goodwill of the business in connection with which the Marks are used; (ii) all registrations, applications, renewals, and extensions of the Marks, now or hereafter in effect; (iii) all common law rights in, to and under the Marks; and (iv) all income, royalties, damages, or payments due or payable as of the date hereof or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue and recover damages for any and all past, present or future infringement of the Marks.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the assignment and conveyance of the Marks and their associated goodwill.

6. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to principles of conflicts of law.

7. This Assignment may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by electronic transmission will be effective as delivery of a manually executed counterpart to this Assignment.

8. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signatures on the Following Page.]

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

OUTSOLVE, LLC

By: Andrew L. Flanigan
Name: Andrew Flanigan
Title: Vice President and Secretary

**THE FEDERAL WAGE AND LABOR LAW
INSTITUTE, LTD.**

By: Mark S. Haag LLC, its general partner

By: _____
Name: Mark Haag
Title: Member

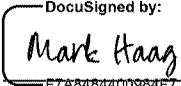
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

OUTSOLVE, LLC

By: _____
Name: Andrew Flanigan
Title: Vice President and Secretary

**THE FEDERAL WAGE AND LABOR LAW
INSTITUTE, LTD.**

By: Mark S. Haag LLC, its general partner

By:  _____
Name: Mark Haag
Title: Member

SCHEDULE A

The Marks

Registrations and Applications

Title	Application Number	Registration Number	Owner	App. Date	Reg. Date
ALL-IN-ONE	85304978	4082873	THE FEDERAL WAGE AND LABOR LAW INSTITUTE	4/26/2011	01/10/2012

Material Unregistered Trademarks

FEDERAL WAGE AND LABOR LAW INSTITUTE
FWLLI