

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sirota Consulting LLC		12/02/2016	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Mercer (US) Inc.		
Street Address:	1166 Avenue of the Americas		
Internal Address:	23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3173332	SIROTA SURVEY INTELLIGENCE	
Registration Number:	4509628	SPOTLIGHT	
Registration Number:	4504456	PINPOINT	
Registration Number:	4509626	ELEVATE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	elayna.pham@mercer.com		
Correspondent Name:	Elayna Pham		
Address Line 1:	1166 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Elayna Pham		
SIGNATURE:	/elaynapham/		
DATE SIGNED:	06/07/2017		
Total Attachments: 9			
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page1.tif			
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page2.tif			

CH \$115.00 3173332

source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page3.tif
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page4.tif
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page5.tif
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page6.tif
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page7.tif
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page8.tif
source=2016.12.02 Intellectual Property Assignment Agreement (Executed)#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), dated December 2, 2016, is entered into by and between Sirota Consulting LLC, a New York limited liability company (the "Assignor"), and Mercer (US) Inc., a Delaware corporation (the "Assignee").

BACKGROUND

Pursuant to that certain Asset and Equity Purchase Agreement (the "Purchase Agreement"), dated December 2, 2016, by and among the Assignor, the Holding Company, the Beneficial Sellers, the Assignee and the Representative, the Assignor has agreed to sell, convey, transfer, and irrevocably assign and deliver to the Assignee its entire right, title and interest in and to all of the Intellectual Property owned by the Assignor and related to the Business; as well as, to the extent allowable for assignment to Assignee under the terms of any applicable license agreement, the Intellectual Property rights licensed to the Assignor and related to the Business, including the Intellectual Property set forth on Schedule 1 attached hereto (the "Acquired Intellectual Property").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

COPYRIGHTS

1. The Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to the Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest, in and to the Copyrights included in the Acquired Intellectual Property, including those listed on Schedule 1, and further including any and all (i) renewal rights in respect of such Copyrights, (ii) rights to obtain registrations of such Copyrights in the United States and throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in the Assignee's sole name.

TRADEMARKS

2. The Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to the Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest in and to the Trademarks included in the Acquired Intellectual Property, including those listed on Schedule 1, together with the Goodwill that is symbolized by such Trademarks, and further including any and all (i) renewal rights in respect of such Trademarks, (ii) rights to obtain registrations of such Trademarks throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in the Assignee's sole name.

PATENTS

3. The Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to the Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest in and to the Patents included in the Acquired Intellectual Property, including those listed on Schedule 1, and further including any and all (i) rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, (ii) rights to obtain patent or equivalent protection therein throughout the world, and (iii) rights to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in the Assignee's sole name.

TRADE SECRETS

4. The Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to the Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest in and to the trade secrets of the Assignor, including any and all (i) rights to sue and recover any and all damages and profits or seek injunctive relief, and (ii) rights to obtain any and all other remedies, for past, present or future misappropriations or violations thereof, all in the Assignee's sole name.

DOMAIN NAMES

5. The Assignor hereby sells, conveys, transfers, and irrevocably assigns and delivers to the Assignee, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest in and to domain names included in the Acquired Intellectual Property, including those listed on Schedule 1, including the use of domain names and all renewals thereof, including without limitation all rights therein accruing under the applicable law of any jurisdiction, international treaties and conventions included in the Acquired Intellectual Property, and rights therein to obtain any and all remedies, for past, present or future misappropriations or violations thereof, all in the Assignee's sole name.

FURTHER UNDERTAKINGS

6. The Assignor shall reasonably cooperate with the Assignee in any action the Assignee reasonably requests that the Assignor take in order to effectuate, carry out, or fulfill the parties' intent under this IP Assignment and/or each Assignor's obligations hereunder, including the execution of any instruments and papers that are necessary or desirable, in the Assignee's sole discretion, to consolidate, confirm, vest and/or record the Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office. Any additional assistance requested by Assignee beyond the scope of the assignment or recordation of assignment of the Acquired Intellectual Property under this Agreement, including without limitation assistance in providing evidence of use or other details or materials required to register or maintain the Acquired Intellectual Property, shall be reasonable and shall be at the Assignee's sole expense.

GENERAL

7. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any Liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement, including the representations and warranties and other provisions contained therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

8. Assignment. This IP Assignment may be assigned by the Assignee only in accordance with the provisions of Section 15.8 of the Purchase Agreement.

9. Binding Effect. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment.

10. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties.

11. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of New York.

12. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

13. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement, and the rules of construction set forth in Section 16.1 of the Purchase Agreement shall apply to this Agreement.

14. Counterparts; Execution by Facsimile. This IP Assignment may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Remainder of this page was intentionally left blank; signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

SIROTA CONSULTING LLC

By: 

Name: *Michael I Mettner*

Title: *Genl counsel*

ASSIGNEE:

MERCER (US) INC.

By: _____

Name:

Title:

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006078 FRAME: 0395

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed on the date first above written.

ASSIGNOR:

SIROTA CONSULTING LLC

By: _____

Name:

Title:

ASSIGNEE:

MERCER (US) INC.

By: Illya Bonic

Name: ILYA BONIC

Title: PRESIDENT, TALENT

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK

REEL: 006078 FRAME: 0396

SCHEDULE 1

Registered Domain Names

1. Sirota Domain Names
 - a. Through Network Solutions
 - i. Sirota.com
 1. Expires: 12/4/20
 - ii. Sirotaeurope.com
 1. Expires: 11/16/19
 - iii. Sirota.consulting
 1. Expires: 10/13/20
 - b. Through Godaddy.com
 - i. Sirotasurvey.com
 1. Expires: 3/25/20
 - ii. Sirotasurveys.com
 1. Expires: 3/25/20
 - iii. 2016workplacesurvey.com
 1. Expires: 6/4/18 (used for client project)

Proprietary Materials

None

Copyrights

1. Reporting 2.0 Program and Screen Layouts
 - a. Owner: Sirota Consulting LLC
 - b. Jurisdiction: United States of America
 - c. Registration Number: TXu 1-683-782
 - d. Effective Date of Registration: April 17, 2008
 - e. Year of Completion: 2008
2. Dynamic Alignment Model
 - a. Owner: Sirota Consulting LLC
 - b. Jurisdiction: United States of America
 - c. Registration Number: VA 1-874-328
 - d. Effective Date of Registration: May 8, 2013
 - e. Year of Completion: 2013
 - f. Date of 1st Publication: April 4, 2013
3. Action Catalyst Model
 - a. Owner: Sirota Consulting LLC
 - b. Jurisdiction: United States of America
 - c. Registration Number: VA 1-874-361
 - d. Effective Date of Registration: May 9, 2013
 - e. Year of Completion: 2013

[Schedule 1 to Intellectual Property Assignment Agreement]

- f. Date of 1st publication: April 9, 2013

Trademarks

1. SPOTLIGHT

- a. Owner: Sirota Consulting LLC
- b. Jurisdiction: United States of America
- c. Registration Number: 4,509,628
- d. Date of Registration: April 8, 2014
- e. Filed: June 6, 2013
- f. Summary: The mark consists of standard characters without claim to any particular font, style, size, or color, for business consultation and business research consultation, namely providing an employer perception assessment service which employs the periodic collection of employee opinions, employee feedback, employee comments and employee reactions relating to the employer and employer activities, in Class 35.

2. PINPOINT

- a. Owner: Sirota Consulting LLC
- b. Jurisdiction: United States of America
- c. Registration Number: 4,504,456
- d. Date of Registration: April 1, 2014
- e. Filed: June 6, 2013
- f. Summary: The mark consists of standard characters without claim to any particular font, style, size, or color, for conducting business surveys and business research surveys, namely, conducting employee exit surveys with interviews for the purposes of allowing employer management to identify and solve current organizational problems, prevent future organizational problems and to exploit new opportunities for greater profitability, quality and expanded services, in Class 35.

3. ELEVATE

- a. Owner: Sirota Consulting LLC
- b. Jurisdiction: United States of America
- c. Registration Number: 4,509,626
- d. Date of Registration: April 8, 2014
- e. Filed: June 6, 2013
- f. File Number: T/4903-8
- g. Summary: The mark consists of standard characters without claim to any particular font, style, size, or color, for business research consultation, namely providing employee assessment services for the purposes of developing employee leadership performance which utilizes attitudinal data collected from employee colleagues, in Class 35.

4. SIROTA SURVEY INTELLIGENCE & Design

- a. Owner: Sirota Consulting LLC, d/b/a Sirota Survey
- b. Jurisdiction: United States of America
- c. Registration Number: 3,173,332

d. Date of Registration: November 21, 2006

Patents

None