

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556081

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strategic Marketing Alliance Cooperative		12/31/2019	Cooperative: WASHINGTON
RECEIVING PARTY DATA			
Name:	Network Services Company		
Street Address:	1100 E. Woodfield Road, Ste. 200		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87030272	ALLIANCE	
Serial Number:	86810328	CONSENSUS IMPLEMENTATION	
Serial Number:	77937854	HEALTHRITE	
Serial Number:	77551849	O.S.C.A.R.	
Serial Number:	86471423	SMA STRATEGIC MARKET ALLIANCE	
Serial Number:	86471767	SMA	
CORRESPONDENCE DATA			
Fax Number:	3126321780		
<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:	312.715.5241		
Email:	tm-dept@quarles.com		
Correspondent Name:	Nicole M. Murray at Quarles & Brady LLP		
Address Line 1:	300 North LaSalle Street, Ste. 4000		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	158104.00002 SMA to Netwo		
NAME OF SUBMITTER:	Veronica Ford Brooks		
SIGNATURE:	/VFB/		
DATE SIGNED:	01/06/2020		

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Total Attachments: 8

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Trademark Assignment Agreement

This Trademark Assignment Agreement ("**TM Assignment**"), dated as of December 31, 2019, is made by is entered into between Strategic Marketing Alliance Cooperative, a Washington cooperative ("**SMA**") and Network Services Company, a Delaware corporation ("**Network**"), the purchaser of certain assets of SMA pursuant to a Strategic Alliance Agreement between Network and SMA, dated as of November 19, 2019 (the "**Strategic Alliance Agreement**").

WHEREAS, under the terms of the Strategic Alliance Agreement, SMA has conveyed, transferred, and assigned to Network, among other assets, certain intellectual property of SMA, and has agreed to execute and deliver this TM Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SMA hereby irrevocably conveys, transfers, and assigns to Network, and Network hereby accepts, all of SMA's right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of SMA accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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.

All Assigned IP is conveyed strictly on an "AS-IS," "WHERE-IS" basis, "WITH ALL FAULTS, and WITHOUT WARRANTIES, EXPRESS OR IMPLIED.

2. Recordation and Further Actions. SMA hereby authorizes the Commissioner for Trademarks and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this TM Assignment upon request by Network. Following the date hereof, SMA shall take such steps and actions, and provide such cooperation and assistance to Network 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 Assigned IP to Network, or any assignee or successor thereto.

3. Terms of the Strategic Alliance Agreement. The parties hereto acknowledge and agree that this TM Assignment is entered into pursuant to the Strategic Alliance Agreement, to which reference is made for a further statement of the rights and obligations of SMA and Network with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Strategic Alliance Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Strategic Alliance Agreement and the terms hereof, the terms of this Agreement shall govern.

4. Counterparts. This TM Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this TM Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this TM Assignment.

5. Successors and Assigns. This TM Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This TM Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this TM Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, SMA has duly executed and delivered this TM Assignment as of the date first above written.

Strategic Market Alliance Cooperative

By: Richard G. McGann

Name: Richard G. McGann

Title: President & CEO

Address for Notices:

13024 Ballantyne Corporate Place

Suite 600

Charlotte, NC 28277

Facsimile: 704-268-3461

E-mail:

DMcGann@smasolutions.com

ACKNOWLEDGMENT

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

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)SS.
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On the 29 day of December, 2020, before me personally appeared RICHARD G. MCGANN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the PRESIDENT AND CEO of STRATEGIC MARKET ALLIANCE COOPERATIVE, a Washington cooperative,, and acknowledged the instrument to be the free act and deed of STRATEGIC MARKET ALLIANCE COOPERATIVE for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name:

My Commission Expires: _____

AGREED TO AND ACCEPTED:

NETWORK SERVICES COMPANY

By: *Alan Tomblin*

Name: Alan Tomblin

Title: President and CEO

Address for Notices:

1100 E. Woodfield Rd.

Suite 200

Schaumburg, IL 60173

E-mail: atomblin@networkdistribution.com

ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

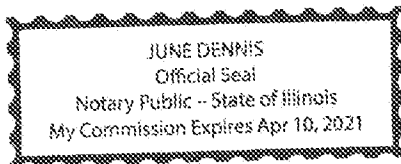
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On the 31st day of December, 2019, before me personally appeared ALAN TOMBLIN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the PRESIDENT AND CEO of NETWORK SERVICES COMPANY, a Delaware corporation, and acknowledged the instrument to be the free act and deed of NETWORK SERVICES COMPANY. for the uses and purposes mentioned in the instrument.

My Commission Expires: 4-10-21

June Dennis


Notary Public
Printed Name:



Schedule A
Trademarks

TM Record	TM/Disclaimer	App. No./Reg. No.	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
US Federal Q2 uf 1	<u>ALLIANCE</u> (Stylized) 	SN: 87030272	Abandoned - Failure to Respond March 27, 2017 Int'l Class: 41 First Use: April 1, 2015 Filed: May 9, 2016	(Int'l Class: 41) conducting conferences, seminars and workshops in connection with independent distribution in the janitorial, sanitation, foodservice and foodservice packaging industry segments; mobile information applications; training platforms	Strategic Market Alliance Cooperative (Washington Cooperative Corporation) Suite 340 13024 Ballantyne Corporate Place Charlotte North Carolina 28277	TARO KUSUNOSE LASHER HOLZAPFEL SPERRY & EBBERSON 601 UNION STREET SUITE 2600; SEATTLE, WA 98101-4000
US Federal Q2 uf 2	<u>CONSENSUS</u> <u>IMPLEMENTATI</u> <u>ON</u>	RN: 5002161 SN: 86810328	Registered July 19, 2016 Int'l Class: 35 First Use: October 9, 2015 Filed: November 5, 2015	(Int'l Class: 35) business organization and consulting and management services, namely, cultivating client understanding, role clarity, and	Strategic Market Alliance Cooperative (Washington Cooperative Corporation) Suite 340 13024 Ballantyne Corporate Place	TARO KUSUNOSE LASHER HOLZAPFEL SPERRY & EBBERSON 601 UNION STREET SUITE

TM Record	TM/Disclaimer	App. No./Reg. No.	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
				managerial commitment, and development protocols for the coordination of training, education, system requirements, conversions, installations, accountability, and documenting results for cost reduction and increased revenue	Charlotte North Carolina 28277	2600; SEATTLE, WA 98101
US Federal Q2 of 3	<u>HEALTHRITE</u>	RN: 4091542 SN: 77937854	Registered 8 & 15 February 2, 2018 Int'l Class: 41 First Use: December 1, 2009 Filed: February 17, 2010 Registered: January 24, 2012	(Int'l Class: 41) providing training, seminars, and workshops directed to independent janitorial supply distributors in the field of sanitation, ecologically sound cleaning techniques, healthcare industry	Strategic Market Alliance Cooperative (Washington Corp.) 13024 Ballantyne Corporate Place Suite 340 Charlotte North Carolina 28277	TARO KUSUNOSE LASHER HOLZAPFEL SPERRY & EBBERSON SUITE 2600 601 UNION STREET; SEATTLE WA 98101-4000

TM Record	TM/Disclaimer	App. No./Reg. No.	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
US Federal Q2 uf 4	<u>O.S.C.A.R.</u>	RN: 3800277 SN: 77551849	Registered 8 & 15 March 12, 2016 Int'l Class: 41 First Use: January 1, 2007 Filed: August 20, 2008 Registered: June 8, 2010	regulatory updates, and cleaning products (Int'l Class: 41) training of product distributors and suppliers in the field of optimizing supply-chain efficiency and effectiveness	Strategic Market Alliance Cooperative (Washington Corp.) 13024 Ballantyne Corporate Place Suite 340 Charlotte North Carolina 28277	TARO KUSUNOSE LASHER HOLZAPFEL SPERRY & EBBERSON SUITE 2600 601 UNION STREET; SEATTLE WA 98101-2302
US Federal Q2 uf 5	<u>SMA</u> <u>STRATEGIC</u> <u>MARKET</u> <u>ALLIANCE</u> (Stylized)  Disclaimer: "STRATEGIC MARKET ALLIANCE"	RN: 4903793 SN: 86471423	Registered February 23, 2016 Int'l Class: 35 First Use: August 1, 2006 Filed: December 4, 2014	(Int'l Class: 35) providing sourcing and cooperative purchasing services for distributors in the fields of janitorial and sanitation services, food service, industrial packaging, and related supplies and equipment	Strategic Market Alliance Cooperative (Washington Incorporated Cooperative Association) Suite 340 13024 Ballantyne Corporate Place Charlotte North Carolina 28277	TARO KUSUNOSE LASHER HOLZAPFEL SPERRY SUITE 2600 601 UNION STREET; SEATTLE WA 98101-4000

TM Record	TM/Disclaimer	App. No./Reg. No.	Status/Key Dates	Full Goods/Services	Owner Information	Correspondent
US Federal Q2 of 6	<u>SMA</u>	RN: 4907177 SN: 86471767	Registered March 1, 2016 Int'l Class: 35 First Use: June 9, 2006 Filed: December 4, 2014	(Int'l Class: 35) providing and sourcing and cooperative purchasing services for distributors in the fields of janitorial and sanitation services, food service, industrial packaging, and related supplies and equipment	Strategic Market Alliance Cooperative (Washington Non-Profit Co-Operative Association) Suite 340 13024 Ballantyne Corporate Place Charlotte North Carolina 28277	TARO KUSUNOSE LASHER HOLZAPFEL SPERRY & EBBERSON STE 2600 601 UNION ST, SEATTLE, WA 98101-4000