

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447711

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4One, LLC		10/18/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	USSC Acquisition Corp.		
Street Address:	150 Gordon Drive		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86491454	ONE2	
Serial Number:	86491456	1TWO	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Brandon Coyle c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120593.00013 BC		
NAME OF SUBMITTER:	Brandon R. Coyle		
SIGNATURE:	/brandonrcoyle/		
DATE SIGNED:	10/18/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Agreement”) is made and entered into as of October 18, 2017, by and between USSC Acquisition Corp., a corporation under the laws of Delaware (the “Assignee”), and 4One, LLC, a corporation organized under the laws of Delaware (the “Assignor”) (Assignee and Assignor are collectively referred to as the “Parties”).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks and applications and registrations therefor set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the “Trademarks”);

WHEREAS, Assignee shall be a successor to the Assignor’s ongoing and existing business;

WHEREAS, Assignor desires to assign, sell, convey, and transfer all of Assignor’s right, title, and interest in and to the Trademarks to Assignee, and Assignee desires to receive all right, title, and interest in and to the Trademarks;

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, convey, transfer, assign, and deliver to Assignee, its successors, and its assigns, and Assignee accepts from Assignor, all of Assignor’s right, title, and interest in and to the Trademarks, together with the right to bring an action or proceeding at law or in equity or before any governmental authority for any past, present, or future infringement or violation of any of the Trademarks, and to collect all damages, awards, settlements, and proceeds relating to the Trademarks. Assignor further consents to recordation of this Agreement by Assignee, including with the United States Patent and Trademark Office or successor offices.

2. Further Assurances. Assignor agrees to execute, at any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this Agreement in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office or successor offices.

3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of New York.

4. No Modifications. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by both parties hereto.

5. Successors and Assigns. This Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.


6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

Signature page to follow.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

ASSIGNOR:

4One, LLC



Name: Gordon Stewart

Title: Chief Financial Officer and
Executive Vice President

ASSIGNEE:

USSC Acquisition Corp.



Name: Gordon Stewart

Title: Chief Financial Officer and
Executive Vice President

[Signature Page to 4ONE Trademark Assignment]

SCHEDULE A

Trademark	Serial No.	Filing Date	Registration No.	Registration Date
ONE2	86/491,454	12/29/2014	-	-
1TWO	86/491,456	12/29/2014	-	-