

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501823

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/30/2016

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Insolvency Services Group, Inc.		11/30/2018	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	RadPad Holdings Inc.
<b>Street Address:</b>	3811 Turtle Creek Blvd., Suite 950
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75219
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4617053	RADPAD

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Phone:** 214-220-9900  
**Email:** docket-rj@hubbardjohnston.com  
**Correspondent Name:** Robert Johnston - Hubbard Johnston, PLLC  
**Address Line 1:** P.O. Box 141228  
**Address Line 4:** Dallas, TEXAS 75214

<b>NAME OF SUBMITTER:</b>	Robert H. Johnston III
<b>SIGNATURE:</b>	/Robert H. Johnston III/
<b>DATE SIGNED:</b>	12/12/2018

**Total Attachments: 5**

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OP \$40.00 4617053



NUNC PRO TUNC TRADEMARK ASSIGNMENT  
(Effective December 30, 2016)

This Agreement ("Assignment") is entered into freely by and between Insolvency Services Group, Inc., a California Corporation ("Assignor"), solely in its limited capacity as assignee for the benefit of creditors of RadPad, Inc., having an address at 187 Century Park East, Ste. 2100, Los Angeles, CA, and RadPad Holdings Inc. ("Assignee"), a Delaware corporation, and has an effective date of December 30, 2016.

WHEREAS, effective November 2, 2016, RadPad, Inc. entered into a General Assignment that assigned "all of the property and assets of Assignor [Rad Pad, Inc.] of every kind and nature whatsoever situated ... including, without limitation, ... intellectual property" to Assignor and including all of RadPad, Inc.'s right, title and interest in U.S. Trademark Registration No. 4617053 for the word mark "RADPAD" and the entire goodwill of the business symbolized therein (collectively "Trademark");

WHEREAS, effective December 30, 2016, Assignor assigned to Assignee without any warranty of representation, through an Asset Purchase Agreement, all of Assignor's right, title and interest in certain assets, including the "RadPad" trademark as referenced in Exhibit B thereto, and further or redundantly transferred the "RadPad" trademark by way of an Intellectual Property Assignment, Exhibit F, to the Asset Purchase Agreement and attached to this Assignment as Exhibit A;

WHEREAS, Assignor and Assignee now wish clearly to document and confirm the assignment to Assignee of Assignor's right, title and interest in the Trademark, and Assignee hereby wishes to confirm again or assume, all of Assignor's right, title and interest in and to said Trademark.

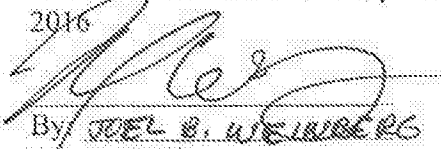
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees that ASSIGNOR hereby assigns or has assigned unto ASSIGNEE nunc pro tunc effective as of December 30, 2016, without any warranty or representation, all of Assignor's right, title and interest in and to the Trademark throughout the world, including the above-identified registration thereof, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such registered trademarks and other assigned rights to collect for all past, present, and future infringements, and claims for damages and proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any post and future acts of trademark infringement that have occurred or may occur.

[Remainder of page left blank]

In testimony whereof, the parties have signed this instrument on this \_\_\_\_ day of November 2018.

ASSIGNOR

Insolvency Services Group, Inc., solely in its limited capacity as assignee for the benefit of creditors of RadPad, Inc., pursuant to the General Assignment dated November 2, 2016



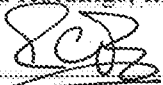
By: JOEL B. WEINERS

Its: CEO

Date: November \_\_\_\_, 2018

ASSIGNEE

Rad Pad Holdings, Inc.



By: Copley Broer

Its: CEO

Date: November \_\_\_\_, 2018

12 / 04 / 2018

**EXHIBIT A**  
**Intellectual Property Assignment**  
**(Included as Ex. F to the Asset Purchase Agreement Effective December 30, 2016,**  
**between Insolvency Services Group, Inc. and RadPad Holdings, Inc.)**

## IP ASSIGNMENT AND TRANSFER AGREEMENT

THIS IP Assignment and Transfer Agreement (the "IP Assignment"), dated December 30, 2016, is executed and delivered pursuant to that certain Asset Purchase Agreement (the "Agreement"), executed on the same date set forth above, between Insolvency Services Group, Inc., a California corporation ("Assignor"), solely in its limited capacity as assignee for the benefit of creditors of RadPad, Incorporated, a Delaware corporation, and RadPad Holdings, Inc. a Delaware corporation ("Assignee").

### 1. Definitions

**"Intellectual Property"** means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audiovisual works, collective works, computer programs, compilations, databases, derivative works, literary works, maskworks, and sound recordings ("**Works of Authorship**"); inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items ("**Inventions**"); words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features ("**Trademarks**"); and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques ("**Confidential Information**").

**"Intellectual Property Rights"** means all rights in, arising out of, or associated with Intellectual Property in any jurisdiction, including without limitation: rights in, arising out of, or associated with Works of Authorship, including without limitation rights in maskworks and databases and rights granted under the Copyright Act ("**Copyrights**"); rights in, arising out of, or associated with Inventions, ("**Patent Rights**"); rights in, arising out of, or associated with Trademarks ("**Trademark Rights**"); rights in, arising out of, or associated with Confidential Information, ("**Trade Secret Rights**"); rights in, arising out of, or associated with a person's name, voice, signature, photograph, or likeness, including without limitation rights of personality, privacy, and publicity ("**Personality Rights**"); rights of attribution and integrity and other moral rights of an author ("**Moral Rights**"); and rights in, arising out of, or associated with domain names ("**Domain Name Rights**").

**"Purchased Assets"** means the assets defined as Purchased Assets in the Agreement and all Intellectual Property and Intellectual Property Rights forming a part of, embodied, in or necessary for use of the Purchased Assets.

2. **Assignment.** Assignor hereby perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns, all of Assignor's right, title, and interest in and to the Purchased Assets. Assignor further perpetually, irrevocably, and unconditionally assigns, transfers, and conveys to Assignee and its successors and assigns all claims for past, present and future infringement or misappropriation of the Intellectual Property

Rights included in the Purchased Assets, including all rights to sue for and to receive and recover all profits and damages accruing from an infringement misappropriation prior to the Effective Date as well as the right to grant releases for past infringements. Assignor hereby waives and agrees not to enforce all Moral Rights and all Personality Rights that Assignor may have in the Purchased Assets.

3. **Consideration.** In consideration for assignments made by Assignor under this IP Assignment, Assignee will pay certain consideration described in the Agreement.

4. **Further Assurances**

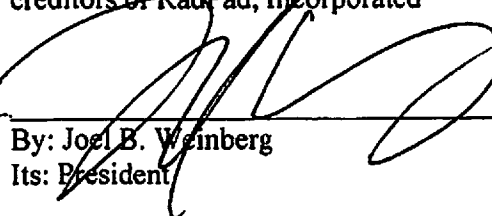
a. Assistance. Assignor will take all action and execute all documents as Assignee may reasonably request to effectuate the transfer of the Purchased Assets and the vesting of complete and exclusive ownership of the Purchased Assets in Assignee. In addition, Assignor will, at the request and sole cost and expense of Assignee, but without additional compensation, promptly sign, execute, make, and do all such deeds, documents, acts, and things as Assignee may reasonably require:

i. assist the Assignee to apply for, obtain, register, maintain and vest in the name of Assignee alone (unless Assignee otherwise directs) Intellectual Property Rights protection relating to any or all of the Purchased Assets in any country throughout the world, and when so obtained or vested, to renew and restore the same;

ii. to assist Assignee with the defense and enforcement of its rights in any registrations issuing from such applications and in all Intellectual Property Rights protection in the Intellectual Property.

IN WITNESS WHEREOF, Seller has executed this IP Assignment and Transfer Agreement as of the date first set forth above.

Insolvency Services Group, Inc., in its sole and limited capacity as assignee for the benefit of creditors of RadPad, Incorporated



By: Joel B. Weinberg  
Its: President