

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM511531

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Omnivere, LLC		12/21/2018	Corporation DELAWARE Limited Liability Company
RECEIVING PARTY DATA			
Name:	Omnivere Acquisitions, LLC		
Street Address:	6400 Arlington Blvd, Suite 750		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22042		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4899130	OMNIVERE	
Registration Number:	4899129	OMNIVERE	
CORRESPONDENCE DATA			
Fax Number:	2123707889		
<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:	212-370-1300		
Email:	PTO@EGSLLP.COM		
Correspondent Name:	ATUL R. SINGH		
Address Line 1:	1345 AVENUE OF THE AMERICAS, 11TH FLOOR		
Address Line 2:	ELLENOFF GROSSMAN & SCHOLE LLP		
Address Line 4:	NEW YORK, NEW YORK 10105		
NAME OF SUBMITTER:	Atul R. Singh		
SIGNATURE:	/Atul R. Singh/		
DATE SIGNED:	02/26/2019		
Total Attachments: 4			
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OP \$65.00 4899130

ASSIGNMENT OF MARKS

This Assignment of Marks (this “*Assignment*”), is made and entered into as of December 21, 2018, by and between **Omnivere, LLC**, a Delaware limited liability company (“*Assignor*”), and **Omnivere Acquisitions, LLC**, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are entering into that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among Assignor and Assignee, pursuant to which Assignor is agreeing to assign to Assignee certain Purchased Assets, including without limitation the servicemarks of Assignor set forth on Schedule 1 hereto (the “*Marks*”), subject to the terms and conditions set forth therein; and

WHEREAS, in accordance with the provisions of the Purchase Agreement, Assignor desires to sell, transfer, convey, assign, and deliver to Assignee, and Assignee desires to purchase, acquire, accept and assume from Assignor, the Marks, subject to the terms and conditions set forth therein, and the parties now desire to consummate such transactions.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement, Assignor, as a contribution to Assignee in return for the consideration specified in the Purchase Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. Nothing herein, express or implied, is intended to or shall be deemed to confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. A photocopy, faxed, scanned and/or emailed copy of this Assignment or any signature page to this Assignment, shall have the same validity and enforceability as an originally signed copy.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

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

Assignor:

OMNIVERE, LLC

By: Tony Caputo
Name: Tony Caputo
Title: Chief Executive Officer

Assignee:

OMNIVERE ACQUISITIONS, LLC

By: Driven, Inc.,
its Managing Member

By: _____
Name: Ozzy Jimenez
Title: Chief Executive Officer

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

Assignor:

OMNIVERE, LLC

By: _____

Name: Tony Caputo

Title: Chief Executive Officer

Assignee:

OMNIVERE ACQUISITIONS, LLC

By: Driven, Inc.,
its Managing Member

By: *O Jimenez*
O Jimenez (Dec 21, 2018)

Name: Ozzy Jimenez

Title: Chief Executive Officer

TRADEMARK

Schedule 1
MARKS

1. Registered U.S. Service Mark “OMNIVERE” – Serial No. 86295044, Reg. No. 4899130, Registered February 9, 2016
Mark Drawing Code: Design plus words, letters, and/or numbers
2. Registered U.S. Service Mark “OMNIVERE” – Serial No. 86295034, Reg. No. 4899129, Registered February 9, 2016
Mark Drawing Code: Standard character mark