

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fig Leaf Software		02/15/2019	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	ZEO ALLIANCE VENTURE CORP.		
Street Address:	Sea Meadow House, Blackburne Highway		
Internal Address:	PO Box 116, Road Town		
City:	Tortola		
State/Country:	VIRGIN ISLANDS, BRITISH		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2838915	FIG LEAF SOFTWARE	
Registration Number:	2834788	WE'VE GOT YOU COVERED	
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>			
Phone:	2016455616		
Email:	al@lzlawoffice.com		
Correspondent Name:	Alexander Lazouski		
Address Line 1:	14726 Bowfin Terrace, Suite 1		
Address Line 4:	Lakewood Ranch, FLORIDA 34202		
DOMESTIC REPRESENTATIVE			
Name:	Alexander Lazouski		
Address Line 1:	14726 Bowfin terrace, Suite 1		
Address Line 4:	Lakewood Ranch, FLORIDA 34202		
NAME OF SUBMITTER:	Alexander Lazouski		
SIGNATURE:	/asl/		
DATE SIGNED:	02/22/2019		
Total Attachments: 8			

OP \$65.00 2838915

source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page1.tif
source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page2.tif
source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page3.tif
source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page4.tif
source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page5.tif
source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page6.tif
source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page7.tif
source=TM & Domain Purchase Agreement and Assignment _signed 13.02.2019[36899] (dual)-edited#page8.tif

TRADEMARK AND DOMAIN PURCHASE AGREEMENT AND ASSIGNMENT

THIS TRADEMARK AND DOMAIN PURCHASE AGREEMENT AND ASSIGNMENT (“*Agreement*”), dated as of this 15th day of February, 2019 (“*Closing Date*”), is made by and between FIG LEAF SOFTWARE, INC., a Delaware corporation (“*Assignor*”), and ZEO ALLIANCE VENTURE CORP., with its principal office at Sea Meadow House, Blackburne Highway, P.O. Box 116, Road Town, Tortola, British Virgin Islands (“*Assignee*”) (collectively, the “*Parties*”).

RECITALS

WHEREAS, Assignor owns of all right, title and interest in and to the trademark registrations listed in Schedule A (“*Trademarks*”) attached hereto and incorporated by reference herein;

WHEREAS, Assignor owns all of the right, title and interest in and to, and possesses all rights necessary to use on the Internet, the domain name www.figleaf.com (the “*Domain Name*” and, together with the Trademarks, the “*Intellectual Property*”); and

WHEREAS, Assignee desires to purchase the Intellectual Property from Assignor and Assignor is willing to sell the Intellectual Property to Assignee and grant Assignee an assignment under the terms set forth in this Agreement;

NOW THEREFORE, in consideration of the representations, covenants, agreements, terms and conditions set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment of Intellectual Property

1.1 Assignment of the Trademarks. Assignor hereby agrees to sell, assign, convey and transfer to Assignee, and Assignee hereby agrees to accept, upon the terms and conditions set forth in this Agreement: (a) all of Assignor’s right, title and interest in and to the Trademarks, together with all goodwill associated therewith; (b) all income, royalties, and damages that become due or payable to Assignor with respect to the Trademarks; (c) all rights to use, modify and exploit the Trademarks, including the right to exclude others from using any and all of the Trademarks; (d) all rights to license, assign, convey and pledge any of the Trademarks to others; and (e) all rights to sue and collect damages for past, present and future infringements or misappropriations of any of the Trademarks. Assignor will cooperate promptly in facilitating the transfer to Assignee of the Trademarks with the United States Patent and Trademark Office (“*USPTO*”) and will complete any documents necessary to effectuate such transfer.

1.2 Transfer of the Domain Name. Assignor hereby agrees to sell, transfer, assign and convey to Assignee all of Assignor's right, title and interest in and to the Domain Name, including any trademark rights associated with the Domain Name itself. Notwithstanding, this Agreement does not relate to any website content, copyright, code, data, programming, information, development, material, photographs, subject matter or any other substantive content featured on, hosted on and/or comprising the website parked at the Domain, which shall remain the property of Assignor. The Domain is registered with Network Solutions, LLC ("Registrar"), an ICANN accredited registrar system. Assignor hereby consents and authorizes Registrar to transfer the Domain Name to Assignee in accordance with the regular transfer procedure of Registrar. Assignor and its directors, officers and employees shall hereafter take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by Assignee or Registrar to document Assignor's assignment and transfer of the Domain Name to Assignee. Assignor will cooperate promptly in facilitating the transfer to Assignee of the Domain Name with Registrar and will follow the rules designated by Registrar to effect such transfer, including promptly responding to the email sent to Assignor's contact from Registrar confirming the transfer of the Domain Name to Assignee. Assignee will establish an account with Registrar and initiate the transfer and follow the regular transfer procedures designated by Registrar.

2. Purchase Price

CONFIDENTIAL

2.2 Payment of Purchase Price. On or before the Closing Date, Assignee shall execute and deliver a copy of this Agreement to Assignor. Upon receipt of Assignee's executed copy of this Agreement, Assignor shall execute and deliver a copy of this Agreement to Assignor along with written wiring instructions. Within two (2) business days of Assignee's receipt of the signed Agreement, Assignee shall deliver to Assignor by wire transfer of immediately available funds, to the bank account designated in writing by Assignor and in accordance with said wiring instructions, an amount equal to the Purchase Price.

3. Transitional Trademark and Domain Licenses.

3.1 Trademark License. Effective as of the Closing Date, Assignee hereby grants to Assignor, for a period of one-hundred and twenty (120) calendar days after the Closing Date (the "*Transition Period*"), a worldwide, royalty-free, non-transferable, non-exclusive irrevocable license to use the Trademarks in connection with the continued operation of Assignor's business, in a manner consistent with Assignor's use of the Trademarks prior to the Closing Date, including (a) in connection with the sale, distribution, promotion, advertising and marketing of Assignor's goods and services, and (b) on Assignor's existing stocks of signs,

business cards, packaging, letterheads, invoice forms, advertising, marketing and promotional materials, equipment, inventory and other documents and materials containing or bearing the Trademarks.

3.2 Domain Name License. Effective as of the Closing Date, Assignee hereby grants to Assignor during the Transition Period a worldwide, royalty-free, non-transferrable, exclusive license to use the Domain Name as URLs in connection with the continued operation of the Internet website operated under those URLs prior to the Closing Date and the email accounts associated with the Domain Name. Assignee shall maintain the registrations for the Domain Name in full force and effect for the duration of the Transition Period at Assignee's cost and expense. After the end of the Transition Period, Assignor shall not make any use, either for its own benefit or the benefit of any other person or entity, of the Domain Name or email accounts associated therewith. Assignor agrees that it shall not in the future register, use, apply to register or assist any third party with registering, using or applying to register a domain name, trademark or designation that comprises or includes whether alone or in combination with each other or with other words, the Domain Name.

3.3 Other Uses. Assignor may not use the Trademarks after the end of the Transition Period, except that Assignor may at all times after the Closing Date (a) retain and use, for Assignor's internal business purposes, records and other historical or archived documents containing or referencing the Trademarks; (b) use the Trademarks to the extent required by or permitted as a fair use or otherwise under applicable law, including uses that would not cause confusion as to the origin or sponsorship of a good or service; and (c) for a period of thirty-six (36) months after the Transition Period, refer on Assignor's website and in their advertising, marketing and promotional materials to the historical fact that Assignor previously conducted its business under the Trademarks.

4. Assignor's Representations and Warranties.

4.1 Corporate Status. Assignor represents and warrants that Assignor is a corporation duly organized and in good standing under the laws of the State of Delaware, country of the United States of America. Assignor has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All required corporate action has been taken by Assignor in connection with the entering into of this Agreement. Each of the persons signing this Agreement on behalf of Assignor is duly authorized to do so.

4.2 Consents. Assignor represents and warrants that any and all consents and approvals which may be required in order for Assignor to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and all documents required hereby to be executed by Assignor are and shall be valid, legally binding obligations of and enforceable against Assignor, its

successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau, or agency to which Assignor is subject or by which Assignor is bound, or constitute a breach or default under any agreement or other obligation to which Assignor is a party or otherwise bound.

4.3 Ownership of Intellectual Property. Assignor is the owner of all right, title and interest in the Trademarks and the Trademarks are valid and in good standing with the USPTO. Notwithstanding the foregoing, Assignor makes no warranty as to the accuracy of the record owner and chain of title information on file with the USPTO. Assignor's duty of cooperation under Paragraph 1.1 hereof includes cooperating, as is reasonably necessary, in Assignee's efforts to record itself as the new record owner of the Trademarks. Assignor further represents and warrants that it is the lawful and exclusive registrar of the Domain and no other party has any right to registration of the Domain or has otherwise made any claim to the Domain.

4.4 No Pending Infringement Actions. To the best of Assignor's knowledge, there are not pending infringement actions against the Trademarks. For the purposes hereof, "pending" shall mean that such proceeding as been commenced with the appropriate governmental body, all applicable parties to such proceeding have been served, and such proceeding has not been resolved. To the actual knowledge of the current officers and directors of Assignor, there are no threatened infringement actions against the Trademarks and there are not any known facts which would provide the basis for such infringement action.

4.5 No Encumbrances. There is no contract, commitment, option or any other right of any person binding upon, or which at any time in the future may become binding upon, Assignor to sell, assign, transfer, license or in any other way dispose of or encumber the Intellectual Property other than pursuant to the provisions of this Agreement.

5. Assignee's Representations and Warranties

5.1 Corporate Status. Assignee represents and warrants that Assignee is a company duly organized and in good standing under the laws of the British Virgin Islands. Assignee has full right and authority to enter into this Agreement and to consummate the transaction contemplated hereby. All required action has been taken by Assignee in connection with the entering into of this Agreement. Each of the persons signing this Agreement on behalf of Assignee is duly authorized to do so.

5.2 Consents. Assignee represents and warrants that any and all consents and approvals which may be required in order for Assignee to enter into this Agreement or consummate the transaction contemplated hereby have been obtained. This Agreement and

all documents required hereby to be executed by Assignee are and shall be valid, legally binding obligations of and enforceable against Assignee, its successors and assigns in accordance with their terms. Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will be in violation of any judgment, order, permit, writ, injunction or decree of any court, commission, bureau, or agency to which Assignee is subject or by which Assignee is bound, or constitute a breach or default under any agreement or other obligation to which Assignee is a party or otherwise bound.

6. Fees.

CONFIDENTIAL

In the event of any controversy, claim, or dispute between the Parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position.

7. Notices.

All notices which are required or may be given, shall be in writing, in the English language and either (a) sent via certified air mail with a return receipt requested; or (b) sent via electronic means which produces a written record of the notice given.

Notices shall be addressed as follows:

If to Assignor:

Fig Leaf Software, Inc.
1400 16th Street NW
Suite B-120
Washington, D.C. 20036
Phone: +1 808 868 9933
Email: jdudla@figleaf.com

Attn: James R. Dudla, II

If to Assignee:

Zeo Alliance Venture Corp.
Sea Meadow House, Blackburne Highway
P.O. Box 116, Road Town, Tortola
Phone: +44 7920 746160
Email: jayoh@zeoalliance.com

Attn: Jonathan Organ

Notices shall be effective upon receipt. The notice, addresses and contacts may be change by giving notice in accordance with this Agreement.

8. General Provisions

8.1 Further Assurances. Assignor and Assignee shall execute and deliver such further and other documents, assurances and conveyances as may be necessary from time to time to give effect to this Agreement and to carry out its provisions.

8.2 Successors and Assigns. This Agreement and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors and assignees of the Parties to this Agreement.

8.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the assignment of the Intellectual Property and supersedes all prior negotiations and agreements, whether written, oral, implied or collateral between Assignor and Assignee. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express or implied, between the Parties other than as expressly set forth in this Agreement.

8.4 Amendments and Waiver. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both Parties hereto. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision herein contained, and no waiver shall be valid unless in writing and executed by the waiving party. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

8.5 No Party Deemed Drafter. No party shall be deemed the drafter of this Agreement. If this Agreement is ever construed by a court of law, such court shall not construe this agreement or any provision hereof against any party as drafter.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, United States of America.

8.7 Titles and Headings. Titles and headings to paragraphs and subparagraphs herein are for the purpose of convenience and reference only, and shall in no way limit, define or otherwise affect the provisions thereof.

8.8 Counterparts/Electronic Transmission. The Parties hereto agree that this document may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding upon all of the Parties hereto, notwithstanding all of the Parties are not signatory to the original or the same counterparts. Duplicate unexecuted pages of the counterparts may be discarded and the remaining pages assembled as one document. Facsimile or electronic signatures shall be accepted as original signatures.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Closing Date.

“ASSIGNOR”

FIG LEAF SOFTWARE, INC.

By: _____


James R. Dudla, II

Its: Chief Executive Officer

“ASSIGNEE”

ZEO ALLIANCE VENTURE CORP.

By: _____


Viacheslav Kolomeichuk

Its: Legal Representative

SCHEDULE A

TRADEMARKS

U.S. REGISTRATION NUMBER	MARK
2,838,915	FIG LEAF SOFTWARE
2,834,788	WE'VE GOT YOU COVERED

DOMAIN NAME

Domain name:	www.figleaf.com
Name of Registrar:	Network Solutions, Inc.
Registrar URL:	www.networksolutions.com