

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553205

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Whozagood, Inc.		09/19/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PDW Canadian Acquisition, LLC		
Street Address:	10 Mountain Lake Drive		
City:	Lake Wales		
State/Country:	FLORIDA		
Postal Code:	33898		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	87451276	GIVING INTEGRITY A VOICE	
Serial Number:	87501602	SUNSHINE IS THE BEST DISINFECTANT	
Serial Number:	87523366	WHOZAGOOD	
Serial Number:	87523440	WHOZAGOOD	
Serial Number:	87501643	WHOZAGOOD: THE GREAT EQUALIZER	
Registration Number:	4717818	THE HOME OF ETHICAL COMMERCE	
Registration Number:	4893450	CONVENIENCE FOUND	
Registration Number:	4893449	INTEGRITY FOUND	
Registration Number:	4893451	MONEY FOUND	
Registration Number:	4893452	TIME FOUND	
Registration Number:	4893448	TRUST FOUND	
Registration Number:	4162290	WHOZABEST	
Registration Number:	4162114	WHOZAGOOD	
Registration Number:	4165670	WHOZAGOOD	
Registration Number:	5008330	WHOZABEST4ME	
Registration Number:	5013794	RATINGS MONEY CAN'T BUY	
Registration Number:	5032252	Z	
Registration Number:	5032251	Z SCORE	
Registration Number:	5041491	Z SCORE	

OP \$515.00 87451276

Property Type	Number	Word Mark
Registration Number:	5291715	WHOZAGOOD NOW

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: 407-841-2330
Email: mmckinney@allendyer.com
Correspondent Name: Matthew Glen McKinney
Address Line 1: 255 S. Orange Ave.
Address Line 2: Suite 1401
Address Line 4: Orlando, FLORIDA 32801

NAME OF SUBMITTER:	Matthew G. McKinney
SIGNATURE:	/Matthew G. McKinney/
DATE SIGNED:	12/13/2019

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS ASSIGNMENT is dated as of the 19th day of September, 2019,

BETWEEN:

HARDIE & KELLY INC., solely in its capacity as trustee in bankruptcy of **WHOZAGOOD INC.** and not in its personal or corporate capacity (the "**Vendor**")

- and -

PDW CANADIAN ACQUISITION, LLC, a limited liability company formed under the laws of Florida (the "**Purchaser**")

WHEREAS:

- A. Pursuant to that certain Agreement of Purchase and Sale dated as of September 19, 2019 between the Vendor and the Purchaser (the "**Purchase Agreement**"), the Vendor has agreed to sell to the Purchaser the Property, which Property includes the intellectual property assets as described in Exhibit "A" hereto (the "**IP Assets**"); and
- B. The Vendor wishes to assign to the Purchaser all of Vendor's interest in and to the IP Assets, and the Purchaser desires to acquire all of Vendor's interest in and to the IP Assets;

NOW THEREFORE in consideration of good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Vendor), the Parties agree as follows:

- 1. All capitalized terms used herein which have not been defined herein shall have the same meanings attributed thereto in the Purchase Agreement unless the context requires otherwise.
- 2. The Vendor hereby assigns to the Purchaser its entire right, title, and interest for all countries throughout the World in and to the IP Assets, and the right to enforce all remedies, including all rights to reasonable compensation, damages and an accounting of profits for infringements and other violations of the rights in the IP Assets resulting from activities prior to the date of this assignment, the same to be held and enjoyed as fully and completely as the same would have been held and enjoyed by the Vendor had this assignment not been made.
- 3. The Purchaser hereby accepts the foregoing assignment.
- 4. This Intellectual Property Assignment Agreement is made pursuant to the Purchase Agreement and is not in derogation of any of the rights of the Vendor or the Purchaser under the Purchase Agreement. The terms of the Purchase Agreement shall not merge in this Intellectual Property Assignment Agreement. In the event of any conflict or inconsistency between this Intellectual Property Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall govern and prevail.
- 5. Each of the Parties hereto from and after the date hereof shall, from time to time, and at the request and expense of the Party requesting the same, do all such lawful acts and things and to execute without further consideration such further lawful assignments, documents, assurances, applications and other instruments as may reasonably be required by the Purchaser, to record this assignment against any of the IP Assets.

6. This Intellectual Property Assignment Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns and shall not be assignable by any Party without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned.
7. This Intellectual Property Assignment Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
8. This Intellectual Property Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by facsimile or other electronic means of an executed counterpart of this Intellectual Property Assignment Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF this Intellectual Property Assignment Agreement has been properly executed by the Parties as of the date first above written.

HARDIE & KELLY INC., SOLELY IN ITS
CAPACITY AS TRUSTEE IN
BANKRUPTCY OF WHOZAGOOD INC.
AND NOT IN ITS PERSONAL OR
CORPORATE CAPACITY

PDW CANADIAN ACQUISITION, LLC

Per: Charla Smith
Name: Charla Smith
Title: Vice President

Per: _____
Name: Peter D. Weber
Title: Director

Witness:

Wanda Templeton
Name: Wanda Templeton

Witness:

Name:


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**HARDIE & KELLY INC., SOLELY IN ITS
CAPACITY AS TRUSTEE IN
BANKRUPTCY OF WHOZAGOOD INC.
AND NOT IN ITS PERSONAL OR
CORPORATE CAPACITY**

PDW CANADIAN ACQUISITION, LLC

Per: _____
Name:
Title:

For: 
Name: Peter D. Weber
Title: Director

Witness:

Name:


Witness: 
Name: Patricia A. Weber

EXHIBIT "A"

Patents

Title	Country	Status	Filed Date	Application No.	Patent No.
Electronic Computer Engines For Analytical Searching And Methods Of Use Thereof	USA	Granted	9/8/2014	14/479,701	9,070,155
Electronic Computer Engines For Analytical Matching And Methods Of Use Thereof	USA	Granted	9/8/2014	14/479,774	9,070,144
Electronic Computer Engines For Analytical Rating And Methods Of Use Thereof	USA	Granted	9/8/2014	14/479,840	9,070,145
Electronic Computer Engines For Pricing Analytical Rating, Searching, And Matching Consumers To Businesses And Methods Of Use Thereof	USA	Granted	9/8/2014	14/479,944	9,070,152
Specially Programmed Computer Processors And Methods Of Use Thereof	USA	Granted	8/19/2015	14/830,485	9,256,895
Electronic Computer Engines For Analytical Searching And Methods Of Use Thereof	USA	Pending	6/7/2018	16/002,895	
Electronic Computer Engines And Methods Of Use Thereof	USA	Pending	8/21/2018	16/106,644	

Copyrights

Nil.

Trademarks

Mark Name	Country	Filed Date	Application No.	Reg. Date	Registration No.
GIVING INTEGRITY A VOICE (Design Logo)	United States of America	5/16/2017	87/451,276	N/A	N/A
SUNSHINE IS THE BEST DISINFECTANT	United States of America	6/22/2017	87/501,602	N/A	N/A
WHOZAGOOD	United States of America	7/11/2017	87/523,366	N/A	N/A
WHOZAGOOD & DESIGN	United States of America	7/11/2017	87/523,440	N/A	N/A
WHOZAGOOD: THE GREAT EQUALIZER	United States of America	6/22/2017	87/501,643	N/A	N/A
THE HOME OF ETHICAL COMMERCE	United States of America	2/6/2014	86/186,522	4/7/2015	4,717,818
CONVENIENCE FOUND	United States of America	6/6/2014	86/302,557	1/26/2016	4,893,450
INTEGRITY FOUND	United States of America	6/6/2014	86/302,552	1/26/2016	4,893,449
MONEY FOUND	United States of America	6/6/2014	86/302,564	1/26/2016	4,893,451
TIME FOUND	United States of America	6/6/2014	86/302,575	1/26/2016	4,893,452
TRUST FOUND	United States of America	6/6/2014	86/302,549	1/26/2016	4,893,448
WHOZABEST	United States of America	5/18/2011	85/323,607	6/19/2012	4,162,290
WHOZAGOOD	United States of America	3/25/2011	85/277,533	6/19/2012	4,162,114
WHOZAGOOD & DESIGN	United States of America	4/21/2011	85/300,956	6/26/2012	4,165,670
WHOZABEST4ME	United States of America	9/24/2012	85/736,657	7/26/2016	5,008,330
RATINGS MONEY CAN'T BUY	United States of America	3/9/2015	86/557,414	8/2/2016	5,013,794

Mark Name	Country	Filed Date	Application No.	Reg. Date	Registration No.
Z (STYLIZED AND/OR WITH DESIGN)	United States of America	10/22/2013	86/098,057	8/30/2016	5,032,252
Z SCORE	United States of America	10/22/2013	86/098,048	8/30/2016	5,032,251
Z SCORE (STYLIZED AND/OR WITH DESIGN)	United States of America	10/22/2013	86/098,066	9/13/2016	5,041,491
WHOZAGOOD NOW	United States of America	12/1/2015	86/835,357	9/19/2017	5,291,715
WHOZAGOOD	Benelux	2/21/2014	A0040961	2/21/2014	1209595
WHOZAGOOD	European Union IPO	2/21/2014	A0040961	2/21/2014	1209595
WHOZAGOOD	Australia	2/21/2014	A0040961	2/21/2014	1209595
WHOZAGOOD	New Zealand	2/21/2014	A0040961	7/24/2014	1209595
WHOZAGOOD	China	2/21/2014	A0040961	2/21/2014	1209595
WHOZAGOOD	Mexico	2/21/2014	A0040961	2/21/2014	1209595
WHOZAGOOD	International	2/21/2014	A0040961	2/21/2014	1209595
WHOZAGOOD	Germany (Federal Republic of)	2/21/2014	A0040961	2/21/2014	1209595
Z (STYLIZED AND/OR WITH DESIGN)	Benelux	2/21/2014	A0040963	2/21/2014	1206575
Z (STYLIZED AND/OR WITH DESIGN)	European Union IPO	2/21/2014	A0040963	2/21/2014	1206575
Z (STYLIZED AND/OR WITH DESIGN)	Australia	2/21/2014	A0040963	2/21/2014	1206575
Z (STYLIZED AND/OR WITH DESIGN)	China	2/21/2014	A0040963	2/21/2014	1206575

Mark Name	Country	Filed Date	Application No.	Reg. Date	Registration No.
Z (STYLIZED AND/OR WITH DESIGN)	Mexico	2/21/2014	A0040963	2/21/2014	1206575
Z (STYLIZED AND/OR WITH DESIGN)	International	2/21/2014	A0040963	2/21/2014	1206575
Z (STYLIZED AND/OR WITH DESIGN)	Germany (Federal Republic of)	2/21/2014	A0040963	2/21/2014	1206575
Z SCORE	Benelux	3/10/2014	A0041288	3/10/2014	1206617
Z SCORE	European Union IPO	3/10/2014	A0041288	3/10/2014	1206617
Z SCORE	Australia	3/10/2014	A0041288	3/10/2014	1206617
Z SCORE	International	3/10/2014	A0041288	3/10/2014	1206617
THE HOME OF ETHICAL COMMERCE	International	6/26/2014	A0043477	6/26/2014	1222830
THE HOME OF ETHICAL COMMERCE	Australia	6/26/2014	A0043477	6/26/2014	1222830
THE HOME OF ETHICAL COMMERCE	China	6/26/2014	A0043477	6/26/2014	1222830
THE HOME OF ETHICAL COMMERCE	Mexico	6/26/2014	A0043477	6/26/2014	1222830
THE HOME OF ETHICAL COMMERCE	New Zealand	6/26/2014	A0043477	6/26/2014	1222830
WHOZAGOOD NOW	International	4/22/2016	A0058271	4/22/2016	1317006
WHOZAGOOD NOW	Australia	4/22/2016	A0058271	4/22/2016	1317006
WHOZAGOOD NOW	Benelux	4/22/2016	A0058271	4/22/2016	1317006
WHOZAGOOD NOW	China	4/22/2016	A0058271	4/22/2016	1317006

Mark Name	Country	Filed Date	Application No.	Reg. Date	Registration No.
WHOZAGOOD NOW	European Union IPO	4/22/2016	A0058271	4/22/2016	1317006
WHOZAGOOD NOW	Mexico	4/22/2016	A0058271	4/22/2016	1317006
WHOZAGOOD NOW	New Zealand	4/22/2016	1054417	4/22/2016	1317006
WHOZAGOOD & DESIGN	Canada	8/3/2010	1490985	7/4/2013	854525
THE HOME OF ETHICAL COMMERCE	Canada	12/16/2013	1656484	8/26/2014	884767
THE HOME OF ETHICAL COMMERCE & DESIGN	Canada	12/16/2013	1656487	12/23/2014	892972
WHOZAGOOD	Canada	4/3/2012	1,571,731	3/26/2015	899,710
THE BEST RATINGS MONEY CAN'T BUY	Canada	4/23/2014	1,673,883	9/28/2016	TMA950,699
WHOZABEST	Canada	4/3/2012	1,571,736	9/28/2016	TMA950,708
WHOZABEST4ME	Canada	6/7/2013	1,630,041	9/28/2016	TMA950,710
Z (STYLIZED AND/OR WITH DESIGN)	Canada	2/28/2014	1,665,936	9/28/2016	950,702
Z SCORE	Canada	3/11/2014	1,667,369	9/28/2016	950,709
RATINGS MONEY CAN'T BUY	Canada	3/9/2015	1,718,496	8/11/2017	978,297
WHOZAGOOD NOW	Canada	4/22/2016	1,778,855	11/13/2018	1,008,776
ETHICAL COMMERCE	Canada	6/13/2013	1630906		

Domain Names

Domain Name
Z-SCORE.CO
Z-SCORE.CA
ZSCORE.CA
ZSCORE.MOBI
WHOZABAD.CA
WHOZABAD.COM
WHOZABAD.NET
Z-SCORE.CC
Z-SCORE.TV
Z-SCORE.WS
WHOSAGOOD.BIZ
WHOZAGOOD.BIZ
CONSUMERSCHOICECORPORATIONS.COM
CONSUMERSCHOICEPRODUCTS.COM
CONSUMERSCHOICESERVICES.COM
WHOSAGOOD.INFO
WHOSAGOOD.NET
WHOSAGOOD.ORG
WHOZAGOOD.INFO
WHOZAGOODWHISTLEBLOWER.CA
WHOZAGOODWHISTLEBLOWER.COM
WHOZABEST.COM
WHOZABESTNOW.COM
WHOZABESTNOW.INFO
WHOTOTRUST.CA
WHOZABEST.CA
WHOZAAVAILABLETOBEEMPLOYED.COM
WHOZAGOODCOMPUTERREPAIR.CA
WHOZAGOODCOMPUTERREPAIR.COM
WHOZAAVAILABLETOBEEMPLOYED.COM
WHOISABEST.COM
WHOZAHERO.COM
WHOZAGOODDISABILITYINSURER.COM
WHOZAGOODWORKERSCOMPENSATIONBOARD.COM

Domain Name
WHOZAGOODDISABILITYINSURER.CA
WHOZAGOODWORKERSCOMPENSATIONBOARD.CA
WHOZAGOOD.COM
WHOZAGOOD.NET
WHOZAGOOD.ORG
WHOZAGOOD.CA
WHOZABEST.MOBI
WHOZAGOOD.MOBI
WHOZAGREAT.MOBI
WHOSAGOOD.CA
WHOSAGREAT.CA
WHOSAGREAT.COM
WHOSAGREAT.NET
WHOZAGREAT.CA
WHOZAGREAT.COM
WHOZAGREAT.NET
Z-SCORE.COM
WHOSAGOOD.COM
WHOSABAD.CA
WHOSABAD.COM
WHOSABAD.NET

