

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freedom Solutions Group, L.L.C.		03/23/2020	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Levit & James, Inc.		
Street Address:	50 B Sycolin Road SE		
City:	Leesburg		
State/Country:	VIRGINIA		
Postal Code:	20175		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3568869	BEST AUTHORITY	
Registration Number:	5576092	HYPERCASE	
Serial Number:	87843760	HYPERBRIEF	
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:	4155911000		
Email:	TrademarksCH@winston.com		
Correspondent Name:	Becky L. Troutman, Winston & Strawn LLP		
Address Line 1:	101 California Street		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Becky L. Troutman		
SIGNATURE:	/Becky L. Troutman/		
DATE SIGNED:	03/24/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment Agreement”), effective as of March 23, 2020 (“Effective Date”), is between (a) Freedom Solutions Group, L.L.C., an Illinois limited liability company (“Purchaser”) and (b) Levit & James, Inc., a Virginia corporation (“Assignor”).

A. Reference is made to that certain Asset Purchase Agreement, dated as of the date hereof (as may be amended, restated or otherwise modified from time to time, the “Purchase Agreement”), by and among Purchaser, Assignor and the Equityholders identified therein, pursuant to which Purchaser shall acquire, assume and accept from Assignor, substantially all of the assets, and certain specified liabilities, of the Business;

B. The execution and delivery of this Assignment Agreement is required pursuant to the Purchase Agreement; and

C. Assignor is willing to assign to Purchaser all rights it may have in and to the Acquired IP on the terms and subject to the conditions set forth in this Assignment Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Purchaser, Assignor and Purchaser agree as follows:

1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

2. Assignment. Effective as of the Effective Date, Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Purchaser, its successors and assigns, all of Assignor’s worldwide right, title and interest in and to the Acquired IP, including without limitation all worldwide right, title and interest in and to the following that are embodied in the Acquired IP:

(a) utility patents, utility model patents, design patents and industrial designs and inventors’ certificates, all applications for and inventions disclosed in any of the foregoing, including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions of any of the foregoing and all rights to claim priority of any of the foregoing, including the patents and patent applications identified in Exhibit A attached hereto (the “Patents”), any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. §120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide, patents of addition, utility models, inventors’ certificates, industrial property protection, patent rights and right to claim priority thereto in any country, and all extensions and renewals thereof existing now or in the future, including, without limitation, all applications for patents, utility models and designs that may hereafter be filed for in any country or countries other than the United States, together with the right to file such applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all forms of industrial property protection, including without limitation, patents, utility models, inventors’ certificates and designs, which may be granted in any country or countries foreign to the United States and all extensions, renewals and reissues therefor;

(b) trademarks, service marks, certification marks, trade dress, trade names and logos, corporate names, fictitious business names, domain names, social media accounts and other indicia of origin, including the trademarks, trademark registrations, trademark applications and domain names identified in Exhibit A (the “Trademarks”), all registrations and applications for any of the foregoing, renewals and extensions thereof, and the ongoing and existing business of Assignor,¹ all goodwill associated with any of the foregoing;

(c) works of authorship, copyrights and design rights, mask works, all Owned Software, databases, associated data and related documentation, and all rights therein, and databases, including the copyrights, mask works and registrations and applications therefor identified in Exhibit A (the “Copyrights”), all registrations and applications for any of the foregoing, renewals and extensions thereof and all moral rights associated with any of the foregoing;

(d) ideas, inventions, invention disclosures, improvements, algorithms, data, technology, specifications, designs, drawings, images, samples, proprietary information, trade secrets, know-how, compositions, formulas, methods, processes, manufacturing techniques, customer lists, supplier lists and financial information, including the trade secrets identified in Exhibit A;

(e) all other intellectual property and proprietary rights in, arising out of, in connection with or in relation to any of the foregoing, the same to be held and enjoyed by Purchaser, its successors and assigns;

(f) all of Assignor’s right to file patent, trademark and copyright applications in the United States and throughout the world for the Acquired IP in the name of Purchaser, its successors and assigns; and

(g) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, related to any of the Acquired IP, including without limitation all proceeds to infringement suits, the right to sue and prosecute for past, present and future infringement, misappropriation or other violation of rights related to the Acquired IP, and all rights corresponding thereto throughout the world for the Acquired IP rights assigned herein.

3. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, the Register of Copyrights of the United States, and the corresponding entities, agencies or registrars in the United States or any applicable foreign jurisdictions, whose duty is to issue patents, trademarks, copyrights or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Purchaser and to record Purchaser as owner of the Patents, Trademarks and Copyrights, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

4. Further Assurances. Assignor shall provide Purchaser, its successors and assigns with all such assistance as it may reasonably request for the full utilization of the rights granted in Section 1, above, including, without limitation, upon request by Purchaser to execute and use its commercially reasonable efforts to cause its current or former employees or contractors to execute, as applicable, all applications and any further assignments or other documents or instruments, sign all lawful papers, and make all rightful oaths necessary or desirable to carry out the purposes or intent of this Assignment Agreement and to aid Purchaser or its successors, assigns or other legal representatives to obtain and enforce proper protection

¹ Note to Company: This language is required to effectively assign the intent-to-use application of HYPERBRIEF, I and to the extent Assignor has any rights in it.

for the Acquired IP in all jurisdictions and to record Purchaser as owner of the Acquired IP, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives. Without limiting the foregoing, Assignor will do all things necessary, proper or advisable to reasonably assist Purchaser in transferring all domain names that are Acquired IP, including as applicable, placing each of the domain names in "unlocked" status and provide Purchaser the Internet domain name registrars' transfer authorization codes for each of the domain names and any other information required to effectuate the transfer of Assignor's right, title and interest in the domain names to Purchaser. Assignor shall not assert any right, title or interest in or to any of the Acquired IP and shall not use any of the Acquired IP except as may be expressly authorized by Purchaser in writing.

5. General.

(a) Governing Law. This Assignment Agreement and any claim, controversy or dispute arising out of or related to this Assignment Agreement or the interpretation and enforcement of the rights and duties of the parties, whether arising at law or in equity, whether in contract, tort, under statute or otherwise, shall be governed by and construed in accordance with the domestic laws of the State of Illinois (including in respect of the statute of limitations or other limitations period applicable to any such claim, controversy or dispute, but without regard to any borrowing statute that would result in the application of the statute of limitations of any other jurisdiction), without giving effect to any law, provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.

(b) Consent to Jurisdiction. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of the United States District Court for the Northern District of Illinois and of any Illinois State court sitting in Chicago, Illinois in connection with any matter based upon or arising out of this Assignment Agreement or the transactions contemplated hereby, agrees that process may be served upon them in any manner authorized by the laws of the State of Illinois for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and process. Each party hereto hereby agrees not to commence any legal proceedings relating to or arising out of this Assignment Agreement or the transactions contemplated hereby in any jurisdiction or courts other than as provided herein.

(c) Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The transactions contemplated by this Assignment Agreement are unique transactions and any failure on the part of any party to complete the transactions contemplated by this Assignment Agreement on the terms of this Assignment Agreement will not be fully compensable in damages and the breach or threatened breach of the provisions of this Assignment Agreement would cause the other parties hereto irreparable harm. Accordingly, in addition to and not in limitation of any other remedies available to the parties hereto for a breach or threatened breach of this Assignment Agreement, the parties shall be entitled to seek, without the posting of a bond, specific performance of this Assignment Agreement and seek an injunction restraining any such party from such breach or threatened breach.

(d) No Recourse Against Purchaser Affiliates. This Assignment Agreement may only be enforced against, and any action, suit, claim, investigation, or proceeding based upon, arising out of or related to this Assignment Agreement may only be brought against, the Persons that are expressly named as parties to this Assignment Agreement. Except to the extent named as a party to this Assignment Agreement, and then only to the extent of the specific obligations of such parties set forth in this Assignment Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee,

Affiliate, agent or advisor of any party to this Assignment Agreement will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the parties to this Assignment Agreement or for any action, suit, claim, investigation, or proceeding based upon, arising out of or related to this Assignment Agreement.

(e) Binding Effect; Assignment. Neither this Assignment Agreement nor any of the rights, interests or obligations under this Assignment Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise by either party hereto without the prior written consent of the other party hereto, and any such assignment without such prior written consent shall be null and void; provided that notwithstanding the foregoing, Purchaser may assign its rights and/or obligations hereunder to any Affiliate or to any subsequent purchaser of the Business or of all or substantially all of the Acquired Assets, without the prior written consent of the other party hereto; provided, further, that no such assignment shall relieve Purchaser of its obligations hereunder. Subject to the preceding sentence, this Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns.

(f) Amendment. This Assignment Agreement may be amended, modified or supplemented at any time by mutual written agreement of Purchaser and Assignor.

(g) Counterparts. This Assignment Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Assignment Agreement may be executed and delivered by facsimile or electronic transmission.

(h) No Third Party Beneficiaries. This Assignment Agreement is not intended, and shall not be deemed, to (a) confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns, (b) create any agreement of employment with any Person, or (c) otherwise create any third-party beneficiary hereto.

(i) Severability. If any term or other provision of this Assignment Agreement is determined to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Assignment Agreement shall remain in full force and effect. Upon such determination, the parties hereto shall negotiate in good faith to modify this Assignment Agreement so as to give effect to the original intent of the parties to the fullest extent permitted by Applicable Law.

(j) Headings. The headings contained in this Assignment Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Assignment Agreement.

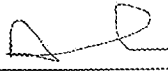
(k) Entire Agreement. This Assignment Agreement and the Purchase Agreement represent the entire agreement between the parties with respect to the assignment of the Acquired IP by Assignor and may be modified or amended only by a writing signed by both parties that specifically mentions this Assignment Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Assignment Agreement on and as of the date first indicated above.

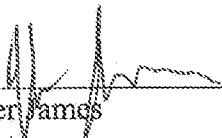
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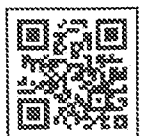
FREEDOM SOLUTIONS GROUP, L.L.C.

By: 
Name: Avaneesh Marwaha
Title: President & CEO

ASSIGNOR:

LEVIT & JAMES, INC.

By: 
Name: Fletcher James
Title: President



3.  Levit & James, Inc.

Domain Names:

Name	Registrant	Registrar	Expiration Date
bestauthority.biz	Private	Oracle America, Inc.	29-Apr-2021
bestauthority.net	Private	Name106, Inc.	30-Apr-2021
hypercase.org	Private	Name106, Inc.	12-May-2021
hypercase.biz	Private	Oracle America, Inc.	17-Nov-2021
levitjames.com	Private	Name106, Inc.	11-Feb-2022
bestauthority.com	Private	Name106, Inc.	18-Sep-2022
bestauthority.software	Levit & James, Inc.	1&1 Ionos SE	12-Jan-2021
hypercase.software	Levit & James, Inc.	1&1 Ionos SE	10-Dec-2020

Social Media Accounts:

- LinkedIn - <https://www.linkedin.com/company/levit-&-james-inc/about/>
- Twitter - @levitjames

Copyrights:

- All Owned Software, including all Source Code and object code pertaining to such Owned Software
- All documentation pertaining to the Owned Software

Trade Secrets:

- All Source Code and algorithms pertaining to all Owned Software

All designs, drawings, schematics, processes, algorithms and other information and details pertaining to the implementation and design patterns for all Owned Software

Owned Software:

1. Best Authority
2. HyperCase Weblinks
3. HyperCase Publisher
4. Assignor websites
5. Assignor web services
6. All other Owned Software
7. All other Owned Software relating to or used in connection with any of the foregoing, including all development tools, application programming interfaces and user interfaces