

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568749

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Capriza (assignment for the benefit of creditors), LLC		12/31/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Simple Technology, LLC		
<b>Street Address:</b>	1932 Wynnton Road		
<b>City:</b>	Columbus		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31999		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4932284	WORKSIMPLE	
<b>Registration Number:</b>	5196322	ZAPP	
<b>Registration Number:</b>	5051104	ONE-MINUTE ENTERPRISE	
<b>Registration Number:</b>	5676582	APPROVESIMPLE	
<b>Registration Number:</b>	4976689	CAPRIZA	
<b>Registration Number:</b>	5011442	C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6192351518		
<b>Email:</b>	kgarcin@allenmatkins.com		
<b>Correspondent Name:</b>	Kathryn Garcin		
<b>Address Line 1:</b>	600 W. Broadway, 27th Floor		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101-0903		
<b>NAME OF SUBMITTER:</b>	Kathryn Garcin		
<b>SIGNATURE:</b>	/Kathryn_Garcin/		
<b>DATE SIGNED:</b>	03/24/2020		

OP \$165.00 4932284

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Trademark Assignment*") is hereby entered into on December 31, 2019, by and between Capriza (assignment for the benefit of creditors), LLC, a California limited liability company ("*Seller*"), in its sole and limited capacity as assignee for the benefit of creditors of Capriza, Inc., a Delaware corporation, with its principal office located at 3945 Freedom Circle, Suite 560, Santa Clara, California 95054, United States, and Simple Technology, LLC, a Delaware limited liability company ("*Buyer*") with its principal office located at 1932 Wynnton Road, Columbus, Georgia 31999.

### RECITALS

A. Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of the date hereof ("*Asset Purchase Agreement*").

B. Pursuant to the terms of the Asset Purchase Agreement, Seller is simultaneously herewith conveying, transferring, and assigning to Buyer, and Buyer is accepting and receiving from Seller, among other assets, certain intellectual property of Seller, including the Assigned Trademarks (as defined below) and associated rights, and in connection therewith Seller has agreed to execute and deliver this Trademark Assignment, for recording with the United States Trademark and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW, THEREFORE, Buyer and Seller agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Trademark and Trademark Office and the officials of corresponding entities or agencies in any other applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. For the convenience of the parties, this Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile or electronically transmitted signatures to this Trademark Assignment shall be as valid and binding as a signed original.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California (excluding application of any choice of law doctrines that would make applicable the law of any other state or jurisdiction) and, where appropriate, applicable federal law. All claims and disputes arising under or in connection with this Agreement, whether for or in respect of, breach of contract, tort, equity, or otherwise, shall be adjudicated exclusively in federal or state courts located in Santa Clara County, California, and each party waives its right to a trial by jury of any such claims or disputes.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

CAPRIZA (ASSIGNMENT FOR THE  
BENEFIT OF CREDITORS), LLC

By: \_\_\_\_\_  
Name:  
Title:

Address for Notices:

Capriza (assignment for the benefit of creditors),  
LLC  
3945 Freedom Circle, Suite 560  
Santa Clara, California 95054  
United States  
Telephone: (650) 329-9996  
Facsimile: (650) 329-0980  
Email: mam@shrwood.com  
Attention: Michael A. Maily

AGREED TO AND ACCEPTED:

SIM DocuSigned by: \_\_\_\_\_, LLC  
By: Richard L Gilbert  
42794241813D45D...  
Name: Richard Lawrence Gilbert  
Title: Manager

Address for Notices:  
Simple Technology, LLC  
ATTN: Larry Young  
1932 Wynnton Road  
Columbus, Georgia 31999  
Telephone: (706) 763-5743  
Email: LYoung4@aflac.com

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

**SCHEDULE 1**

**Assigned Trademarks**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
WorkSimple	USPTO	4932284	April 5, 2016
Capriza	USPTO	4976689	June 14, 2016
"C" (The mark consists of a stylized "C" depicted on the right side of a solid rounded square.)	USPTO	5011442	August 2, 2016
One-Minute Enterprise	USPTO	5051104	September 27, 2016
Zapp	USPTO	5196322	May 2, 2017
ApproveSimple	USPTO	5676582	February 12, 2019