

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Empyr Incorporated		04/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Figg, Inc.		
Street Address:	2561 Territorial Road		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5525202	EMPYR	
Registration Number:	5571201	CPR	
CORRESPONDENCE DATA			
Fax Number:	6126046989		
<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:	612.604.6689		
Email:	tsitzmann@winthrop.com		
Correspondent Name:	TIMOTHY D. SITZMANN		
Address Line 1:	225 SOUTH SIXTH STREET		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	23349.2		
NAME OF SUBMITTER:	Timothy D. Sitzmann		
SIGNATURE:	/Timothy D. Sitzmann/		
DATE SIGNED:	04/23/2020		
Total Attachments: 5			
source=03.f.v. Trademark Assignment Executed#page1.tif			
source=03.f.v. Trademark Assignment Executed#page2.tif			
source=03.f.v. Trademark Assignment Executed#page3.tif			

OP \$65.00 5525202

source=03.f.v. Trademark Assignment Executed#page4.tif

source=03.f.v. Trademark Assignment Executed#page5.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of April 22, 2020 by and among Empyr Incorporated, a Delaware corporation, having its principal place of business at 11010 Roselle Street, Suite 150, San Diego, CA 92121 ("Empyr") and Figg, Inc., a Delaware corporation, having its principal place of business at 2561 Territorial Road, St. Paul, MN 55114 ("Figg"). Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Agreement (defined below).

BACKGROUND

- A. Augeo CLO Holdings, Inc., CLX Funding, LLC, Empyr, CLO Holding Company, LLC, Figg and Augeo Affinity Marketing, Inc., a Delaware corporation (solely with respect to the Augeo Parent Provisions), have entered into that certain Contribution Agreement, of even date herewith (the "Agreement"), which provides for, among other things, Empyr to contribute, assign, transfer, convey and deliver to Figg, the Empyr Business Assets, free and clear of Encumbrances, other than Permitted Encumbrances, in exchange for the consideration described in the Agreement.
- B. In connection with the transactions contemplated by the Agreement, Empyr desires to contribute, assign, transfer, convey and deliver to Figg any and all of Empyr's right, title, and interest in and to all trademarks, service marks, trade names, trade dress, logos, symbols, corporate names and other source or business identifiers, together with any common law rights and the goodwill associated with any of the foregoing, used or held for use in the Empyr Business, each of which are set forth on the attached Exhibit A (collectively, the "Marks").
- C. The execution and delivery of this Assignment is a condition to the closing of the transactions contemplated by the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Empyr hereby contributes, assigns, transfers, conveys and delivers to Figg, and Figg hereby acquires and accepts, any and all of Empyr's right, title, and interest in and to the Marks, including all rights of priority, together with any and all common law rights and the goodwill of the business symbolized by said Marks, free and clear of all Encumbrances, except for Permitted Encumbrances.
2. Inconsistent or Conflicting Provisions. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations of the parties as set forth in the Agreement, nor shall this Assignment expand or enlarge any remedies under the Agreement. This Assignment is only intended to effect the transfer of the Marks pursuant to the Agreement and shall be governed entirely in accordance with the terms and conditions of the Agreement.
3. Authorization to Register Assignment. Empyr authorizes the Commissioner for Trademarks and any other government officials to record and register this Assignment upon request by Figg.
4. Further Assurances. Each party, at the request of any other party and subject to the terms of the Agreement, shall each execute, deliver and acknowledge all such further instruments and documents and do and perform all such other acts and deeds as may be reasonably required to consummate the transactions contemplated by this Assignment and to carry out the purpose and intent of this Assignment. Empyr hereby constitutes and appoints Figg as Empyr's true and lawful attorney in fact, with full power of substitution in Empyr's name and stead, to take any and all steps, including proceedings at law, in equity

or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Figg or to protect the same or to enforce any claim or right of any kind with respect thereto.

5. Counterparts; Governing Law. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signed counterparts of this Assignment may be delivered by scanned .pdf image and shall be deemed valid as an original. This Assignment, the legal relations between the parties and any proceeding, whether contractual or non-contractual, instituted by any party with respect to matters arising under or growing out of or in connection with or in respect of this Assignment shall be governed by and construed in accordance with the terms of the Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

EMPYR:

EMPYR INCORPORATED

DocuSigned by:
Bryon Cook
By: _____
Name: Bryon Cook
Title: Chief Executive Officer

FIGG:

FIGG, INC.

By: _____
Name: David A. Kristal
Title: Executive Chairman

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first above written.

EMPYR:

EMPYR INCORPORATED

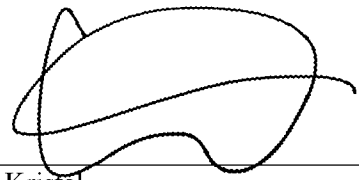
By: _____

Name: Bryon Cook

Title: Chief Executive Officer

FIGG:

FIGG, INC.

A handwritten signature in black ink, appearing to read "David A. Kristal", written over a horizontal line.

By: _____

Name: David A. Kristal

Title: Executive Chairman

SCHEDULE A

Serial Number	Registration Number	Word Mark
87209592	5571201	CPR
86733289	5525202	EMPYR

18740287v4