

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM574639

<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>
QUOTE BRANDS, LLC		03/20/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OSCEOLA LEAD GENERATION HOLDINGS, LLC		
<b>Street Address:</b>	1715 N. WESTSHORE BLVD		
<b>Internal Address:</b>	STE 200		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78662685	QUOTE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory Esau		
<b>SIGNATURE:</b>	/Gregory Esau/		
<b>DATE SIGNED:</b>	05/04/2020		
<b>Total Attachments: 4</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the “Assignment”) is made and entered into as of March 20, 2020 (“Effective Date”), by and among QUOTE BRANDS, LLC, a Delaware limited liability company (“Assignor”), DANIEL WESLEY, as owner of Seller (“Principal”) and OSCEOLA LEAD GENERATION HOLDINGS, LLC, a Florida limited liability company (“Assignee”). Assignor, Principal, and Assignee are collectively referred to herein as the “Parties” and individually as a “Party.” Capitalized terms used and not otherwise defined herein have the meanings set forth in the Internet Domain Asset Purchase Agreement (as defined below).

### BACKGROUND

WHEREAS, the Parties have entered into that certain Internet Domain Asset Purchase Agreement of even date (the “Purchase Agreement”), pursuant to which Assignor (as the Seller) and Principal are selling and transferring to, and Assignee (as the Buyer) is purchasing and acquiring from Assignor and Principal, substantially all of Assignor and Principal’s assets in the Business of Assignor, (the “Business”), including all of the Intellectual Property related to or used in connection with the Business;

WHEREAS, Assignor and Principal desires to transfer to Assignee (i) all United States and foreign trademarks, service marks, trade dresses, trade names, domain names and business names related to or used in connection with the Business, including, without limitation, those listed on Exhibit A attached hereto, (the “Marks”); and (ii) all other Intellectual Property rights related to or used in connection with the Business, together with the goodwill of the Business listed on Exhibit B, attached hereto (“Other Intellectual Property”).

NOW, THEREFORE, in consideration of the premises and mutual covenants, conditions and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignment of Marks. Effective as of the Effective Date, Assignor and Principal hereby assigns, transfers and conveys to Assignee all of Assignor and Principal’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, including, without limitation, (i) all registrations and applications for registration of the Marks; and (ii) the right to sue for damages and other remedies for any past, present and future infringements or violations thereof and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit C, attached hereto, to Assignee as assignee of Assignor’s entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Trademarks.

2. Assignment of Other Intellectual Property. Effective as of the Effective Date, Assignor and Principal hereby assigns, transfers and conveys to Assignee all of Assignor and

Principal's right, title and interest in and to the Other Intellectual Property as referenced in the Agreement, including, without limitation, the right to sue for damages and other remedies for any past, present and future infringements or violations thereof and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.

3. Further Assurances. Assignor and Principal agrees, without further consideration, to take all such other action and to procure or execute, acknowledge, and deliver all such further certificates, conveyance instruments, consents, and other documents as Assignee may reasonably request to vest in Assignee, and perfect and protect Assignee's right, title, and interest in, and enjoyment of, the Marks and Other Intellectual Property.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of and shall be enforceable by Assignor, Principal, Assignee and their respective legal representatives, successors and assigns.

5. Governing Law and Jurisdiction. This Assignment shall be construed and interpreted according to the laws of the State of Florida, without regard to the conflict of law principles thereof.

6. Internet Domain Asset Purchase Agreement. This Assignment is made to further evidence the sale, assignment, transfer and conveyance of all right, title and interest in the Assets and in particular Assignor's (Seller's) and Principal's IP Rights related to or used in connection with the Business. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor, Principal, or Assignee contained in the Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

7. Severability. If any provision, clause or part of this Assignment or the application thereof under certain circumstances is held invalid or unenforceable, the remainder of this Assignment, or the application of such provision, clause or part under other circumstances, shall not be affected thereby.

8. Waiver and Amendments. No failure or delay on the part of the Parties in exercising any of its respective rights hereunder upon any failure by another Party to perform or observe any condition, covenant or provision herein contained shall operate as a waiver thereof, nor shall any single or partial exercise of any such rights preclude any other or further exercise thereof or the exercise of any other right hereunder. This Assignment may not be amended, modified or waived except by written agreement signed by Assignor, Principal, and Assignee.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page delivered by a fax machine shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requires it.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date set forth above.

**ASSIGNOR:**

QUOTE BRANDS, LLC.

DocuSigned by:  
*Daniel Wesley*  
By: \_\_\_\_\_  
Daniel Wesley, Owner

**PRINCIPAL:**

DocuSigned by:  
*Daniel Wesley*  
\_\_\_\_\_  
Daniel Wesley

**ASSIGNEE:**

OSCEOLA LEAD GENERATION  
HOLDINGS, LLC.

DocuSigned by:  
*Ben Moe*  
By: \_\_\_\_\_  
Benjamin A. Moe, Manager

[Signature Page to Intellectual Property Assignment Agreement]

**EXHIBIT A**  
**MARKS**

**Trade Names:** QUOTE.COM

**Trademark Serial Number:** 78662685

**Trademark Registration Number:** 3282470

**Registration Date:** August 21, 2007

**Type of Mark:** Service Mark

**Register:** Principal-2(F)

**Affidavit Text:** Sect. 15. Sect 8 (6-YR). Section 8 (10-YR).

**Renewal:** 1<sup>st</sup> Renewal on 12/26/2017.