

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVICE COMPANY		01/02/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	OSCEOLA LEAD GENERATION HOLDINGS, LLC		
Street Address:	1715 N. WESTSHORE BLVD		
Internal Address:	STE 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2138739	FREEADVICE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2027994000		
Email:	gregory.esau@dlapiper.com		
Correspondent Name:	Gregory Esau		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Gregory Esau		
SIGNATURE:	/Gregory Esau/		
DATE SIGNED:	05/04/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This **Trademark Assignment Agreement** (the "Trademark Assignment") is made and entered into as of January 2, 2020 (the "Effective Date"), by and between Advice Company (the "Assignor"), and Osceola Lead Generation Holdings, LLC (the "Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties". Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, among others, entered into that certain Purchase Agreement, dated as of November 1, 2019 (the "Purchase Agreement"), pursuant to which Assignor agreed to convey, transfer and assign Assignor's right, title and interest in, to and under the trademark registration set forth on Schedule I attached hereto (the "Assigned Trademark") on the Second Closing Date; and

WHEREAS, Assignor is the owner of the Assigned Trademark, and as of the Effective Date and pursuant to the terms hereof, Assignor wishes to assign to Assignee, and the Assignee wishes to assume, all right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, for good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by the Parties:

1. As of the Effective Date, Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Trademark, including any causes of action relating to the Assigned Trademark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of rights accruing in the Assigned Trademark on or before the Effective Date, together with the good will of the business symbolized by the Assigned Trademark, and the trademark registrations thereof.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to issue or transfer the Assigned Trademark to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademark to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

4. Assignor hereby represents and warrants to Assignee:

(a) Assignor exclusively owns all right, title and interest in all of the Assigned Trademark free and clear of any liens or encumbrances and Assignor has the exclusive

right to assign, sell, license, or otherwise transfer all right, title and interest to the Assigned Trademark;

(b) Assignor has not transferred, assigned or otherwise granted any right, license or interest in or to any of the Assigned Trademark to any third party; and

(c) Assignor has the ability to enter into this Trademark Assignment and assign the rights granted herein without violation of any law, regulation or any agreement with any third party.

5. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

7. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to any choice or conflict of Law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of New York.

*[Remainder of page intentionally left blank.
Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Trademark Assignment as of the Effective Date.


ASSIGNOR:

ADVICE COMPANY

By: 
Name: Gerry Goldsholle
Title: Founder & CEO

ASSIGNEE:

OSCEOLA LEAD
GENERATION HOLDINGS, LLC

By: 
Name: Benjamin Moe
Title: Manager

[Signature Page to Trademark Assignment]

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Doc. # DC-14754000

Schedule I

Country	Trademark Name	Registration No.
United States of America	ADVICE COMPANY	2138739

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