

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589507

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|---|--|-----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ACCESS Destination Services, LLC | | 05/08/2020 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | INSOLVENCY SERVICES GROUP, INC | | |
| Street Address: | 1875 Century Park East | | |
| Internal Address: | Suite 2100 | | |
| City: | Los Angeles | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90067 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3833434 | ACCESS DESTINATION SERVICES | |
| Registration Number: | 4229859 | ACCESS | |
| 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: | 7609428505 | | |
| Email: | nicole@coastlaw.com | | |
| Correspondent Name: | Nicole S. Blakely | | |
| Address Line 1: | 1140 South Coast Highway 101 | | |
| Address Line 4: | Encinitas, CALIFORNIA 92024 | | |
| NAME OF SUBMITTER: | Nicole S. Blakely | | |
| SIGNATURE: | /Nicole S. Blakely/ | | |
| DATE SIGNED: | 07/30/2020 | | |
| Total Attachments: 8 | | | |
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GENERAL ASSIGNMENT

THIS ASSIGNMENT, made this 8th day of May, 2020, by and between **Access Destination Services, LLC**, a Delaware limited liability company (the "Assignor") and **Insolvency Services Group, Inc.**, a California corporation (the "Assignee"), with reference to the following:

Recitals

- A. Assignor has its principal place of business at 1650 Hotel Circle North, Suite 110, San Diego, CA 92108 and its federal tax identification number is 33-0885114;
- B. Assignor is indebted to various creditors and is unable to pay its debts in full;
- C. Assignor desires to transfer its property to Assignee for the benefit of such creditors so that Assignee may expeditiously liquidate the property transferred and so that the proceeds thereof may be fairly distributed to Assignor's creditors without any preference or priority, except such priority as established and permitted by applicable law;
- D. Assignee has its principal place of business in San Diego County, California.

Agreement

NOW, THEREFORE, Assignor, for valuable consideration, receipt of which is hereby acknowledged, does hereby make the following general assignment for the benefit of Assignor's creditors (the "Assignment") to Assignee under the following terms and conditions, all of which terms and conditions are agreed to by the Assignor and Assignee:

1. Assignment of Assets. Assignor does hereby grant, assign, bargain, sell and transfer to Assignee, its successors and assigns, in trust, for the benefit of all the Assignor's creditors generally, all of the property and assets of Assignor of every kind and nature whatsoever situated, whether in possession, reversion, remainder, or expectancy, both real and personal, and any interest or equity therein not exempt from the enforcement of a money judgment, including, without limitation, all inventory, merchandise, goods, furniture, fixtures, machinery, equipment, raw materials, work in process, accounts, general intangibles, intellectual property, deposits, books, records, fixtures, cash in hand, bank accounts, tax refunds, all choses in action, insurance policies and refunds and all other property of every kind and nature owned by Assignor, or in which Assignor has an interest, including all of the assets pertaining to that certain business involving a destination management company (the "Assignment Estate").

1.1 Lease Exclusion. Leases and leasehold interests in real property are not included in this Assignment. If, however, the Assignee determines that such excluded lease or leasehold interest may be assigned and also that the same has realizable value for Assignor's creditors, then Assignor agrees that upon demand of Assignee, it will assign and transfer such

lease or leasehold interest to Assignee, or its nominee, for administration under the terms of this Assignment.

1.2 Employee Benefit Plan Exclusion. Employee benefit plans (which includes any related employee trust fund), including without limitation, any ERISA- qualified plan or other similar employee plan, are not included in this Assignment. Assignee shall not be or deemed to be an administrator, trustee or sponsor under any such employee benefit plan nor shall the Assignee have any role or responsibility for the termination of any such employee benefit plan of Assignor and/or its employees.

2. Real Property Grant Deed. This Assignment constitutes a grant deed to all real property owned by Assignor (except for real property leases and leasehold interests which are expressly excepted from this Assignment as provided in Section 1.1 above), whether or not the Assignor's real property is specifically described in this Assignment. Certain of Assignor's real property (excluding leases and leasehold interests) is more specifically described in Exhibit "A," which is attached hereto and incorporated by reference. (Exhibit "A" attached hereto Yes ___ No X).

3. Delivery Of Documents, Endorsements And Mail Delivery. Assignor agrees to deliver to Assignee all books of account and records, to execute and deliver all additional necessary documents immediately upon request by Assignee, and to endorse all indicia of ownership where required by Assignee, in order to complete the transfer of all assets to Assignee as intended by this Assignment, including, but not limited to, all of Assignor's real and personal property and/or Assignor's interest therein, including, mortgages, deeds of trust, motor vehicles, trademarks, copyrights and patent rights. Neither Assignor, nor its agents, shall execute any documents on behalf of the Assignor without prior written approval of Assignee. Assignee is hereby authorized to execute all endorsements and demands requiring Assignor's signature, in the name of Assignor, including endorsements on checks, bank accounts, deposit accounts, and stock certificates, payable to, or standing in the name of Assignor. Assignor further authorizes Assignee to apply for any deposits, refunds (including specifically, among others, claims for refund of taxes paid or unearned insurance premiums) or claims wherever necessary, in the name of Assignor. Assignee is authorized to direct all Assignor's mail to be delivered to Assignee; and Assignee is expressly authorized and directed to open said mail as agent of Assignor, and to do anything or act which Assignee in his sole and arbitrary discretion deems necessary or advisable to effectuate the purposes of this Assignment.

4. Alcoholic Beverage Licenses. In the event Assignor is engaged in the sale of alcoholic beverages, this Assignment does not include transfer of any alcoholic beverages; but, Assignor hereby appoints Assignee as his agent for the sole purpose of filing an application for a permit for the sale of the alcoholic beverages in the Assignor's place of business and/or sale of alcoholic beverage license(s) (Assignee being vested with absolute discretion in regard thereto, and assuming no liability by reason thereof); and, Assignor hereby assigns to Assignee all of the proceeds of such sale for the benefit of Assignor's creditors, generally in accordance with the terms of this Assignment.

5. Nature Of Assignment. This instrument transfers legal title and possession of all of Assignor's assets. This Assignment constitutes a transfer of only those assets that can be transferred legally; and does not constitute a transfer of property that it is illegal to transfer. Assignee in its own discretion, may determine whether to continue all or a part of the business operations, or to liquidate Assignor's assets.

6. Disposition Of Assets. Assignee, in its discretion, may sell and dispose of Assignor's assets upon such terms and conditions, as it may see fit, at public or private sale, or otherwise. Assignee shall not be personally liable in any manner in connection with the performance of its duties and obligations hereunder. Assignee's obligations hereunder shall be in a representative capacity only as an Assignee for the general benefit of Assignor's creditors. Assignee shall administer this estate to the best of its ability, but it is expressly understood that Assignee, and its agents, servants or employees, shall be liable only for reasonable care and diligence in the administration of the Assignment Estate; and Assignee shall not be liable for any act or thing done by Assignee, its agents, servants, or employees in good faith in connection herewith. Assignee is not liable or responsible for any obligations of any nature whatsoever incurred at any time by Assignor, whether before or after the date of this Assignment.

7. Compensation Of Assignee. From the proceeds of sales, collections, operations or other sources, Assignee shall pay itself and retain all of its charges and expenses, together with its own reasonable remuneration and fee. The Assignee's remuneration and fee shall, when combined with such fee for any affiliate of Assignor, be an aggregate of twenty-five thousand dollars, (\$25,000.00), plus ten percent (10%) of the gross proceeds from: (a) any avoidance power claim whether or not litigation is commenced (including without limitation, preferences pursuant to Cal. Code Civ. Proc. §1800 and fraudulent conveyances pursuant to Cal. Civ. Code § 3439 et. seq.); and (b) any contract (including collection actions) or other claim for which litigation or arbitration is commenced. For the purpose of determining the Assignee's remuneration and fees, "gross proceeds" are defined as all proceeds realized from sales, collections, recovery on litigated claims, operations, or any other sources, pertaining to the assets and property of Assignor covered by this Assignment, whether or not such proceeds are received or handled by Assignee. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, reasonable remuneration to its agents and its attorneys; and may pay a reasonable fee to Assignor's attorneys for services related to the Assignment. Assignee may also pay from the proceeds resulting from the sale, disposition or other liquidation of Assignor's assets, the costs and expenses incurred by any creditor who may have levied an attachment or other lien on any assets of the Assignor. All of the aforementioned amounts are to be determined at Assignee's sole discretion and judgment.

8. Powers And Duties Of Assignee. Assignee may compromise claims, complete or reject Assignor's executory contracts, discharge, at its option, any liens on the assets covered by this Assignment and any indebtedness that, under law, is entitled to priority of payment. Assignee shall have the power to open bank accounts in the name of Assignee or its nominees and deposit assigned assets or proceeds thereof in such bank accounts and draw checks thereon, borrow money, hypothecate and pledge the assets, and to do all matters and things that Assignor

could have done prior to this Assignment. Assignee shall have the power to employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the Assignment Estate and to assist in the preparation and filing of any and all state, county, local or Federal tax returns as required. Any act or thing done by Assignee hereunder shall bind the Assignment Estate and Assignee only in his capacity as Assignee for the benefit of creditors. Assignee shall have the right to sue as the successor of the Assignor or Assignee is hereby given the right and power to institute and prosecute legal proceedings in the name of Assignor, the same as if the Assignor itself had instituted and prosecuted such proceedings or actions. Assignee is hereby authorized and has the right to defend all actions instituted against the Assignor and to appear on behalf of the Assignor in all proceedings (legal or otherwise) in which Assignor is a party. Assignor does hereby appoint Assignee as Assignor's attorney-in-fact, with full power to act for and in the place of Assignor in such actions or proceedings or in any other matters, including the right to verify, on behalf of Assignor, and with respect to all documents of any nature whatsoever, including all pleadings which are part of any legal proceedings. Assignor does hereby grant to Assignee the right to act for, and in the place of, Assignor in any type of proceeding under title 11 of the United States Code, Sections 101 et. seq. (the "Bankruptcy Code"), including the right to defend any petitions or actions filed against Assignor under the Bankruptcy Code.

9. Assignor's Duties As To Non Assignable Tax Or Other Refund Claims. Assignor agrees, to the extent that any tax or other refund claim is not assignable, to make any and all claims for refund of taxes or any other money due, from any governmental agency, for tax refunds, or otherwise, and to forthwith upon receipt of any such refunds, pay them over to Assignee, and hereby empowers Assignee, as attorney-in-fact of Assignor, to make all claims for refunds which may be made by an attorney-in-fact.

10. Distribution To Creditors. Assignee shall apply the net proceeds arising from or related to the liquidation of the Assignment Estate, in the following priority as to amounts only and not time of distributions as follows:

- A. First, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment Estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.
- B. Second, all reasonable costs and expenses incidental to the administration of the Assignment Estate, including the payment of the remuneration and fee to the Assignee as set forth above and the payment of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making and administration of the general assignment and any other professionals the Assignee deems necessary to properly administer the Assignment Estate.

- C. Third, all Federal taxes of any nature whatsoever owing as of the date of this Assignment, or such claim of any Federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to, Federal withholding taxes, Federal unemployment taxes and any other Federal income, excise, property and employment taxes.
- D. Fourth, all monies due employees of the Assignor entitled to priority as defined under Cal. Code Civ. Proc. §1204 and §1204.5 up to the statutory maximum.
- E. Fifth, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.
- F. Sixth, with the exception of those classes set forth above, all distributions to other creditors shall be, within each class, pro rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. The Assignee may, but is not required to, make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution.
- G. Seventh, any monies unclaimed by creditors 90 days after the final distribution to unsecured creditors, if any, or the termination of the administration of the Assignment Estate by the Assignee, shall be re-distributed, pro rata, to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment Estate, provided any such distribution exceeds One Thousand Dollars (\$1,000.00).
- H. Eighth, if any undistributed dividends to creditors, or any reserve of other funds, shall remain unclaimed for a period of one year after issuance of dividend checks by Assignee, or the termination of the administration of the Assignment Estate by the Assignee, then the same shall become the property of the Assignee and shall be used to supplement the Assignee's fees for services administering this Assignment.

11. Right To Withhold Payment Of Contested Claims. In the event that the Assignee contests the validity of a Claim,¹ falling within any of the classifications set forth in paragraph 8 above, the Assignee may withhold the pro rata distribution (whether interim or final) to which the holder of such contested Claim would otherwise be entitled to receive until the allowance of the contested claim is determined by a Court of competent jurisdiction or by agreement with the Assignee.

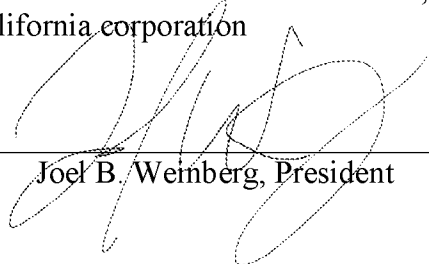
¹ The term "Claim" for the purposes of this agreement shall mean a right to payment as defined in Section 101(5) of Title 11 of the United States Code and the federal case law construing that statute.

ACCEPTED BY ASSIGNEE on May 8, 2020 as of 6:00 pm PST.

"Assignee"

INSOLVENCY SERVICES GROUP, INC.,
a California corporation

By:

A handwritten signature in black ink, appearing to read 'J. Weinberg', is written over a horizontal line. The signature is stylized and somewhat cursive.

Joel B. Weinberg, President

CONSENT TO ASSIGNMENT BY MEMBERSHIP INTEREST HOLDERS

We, the undersigned, being members and holders of 100% of the membership interests of Access Destination Services, LLC, a Delaware limited liability company (the "Company"), being more than Fifty One Percent (51%) of the issued and outstanding membership interests of the Company, do hereby give our consent to the general assignment for the benefit of creditors and transfer of assets of the Company.

Members

Membership Units Held

Access DMC Holdings, LLC,
a Delaware limited liability company

100%

By: _____



Name: John A. Sadden

Title: President