

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DivaCFO, LLC		07/25/2020	Limited Liability Company: CONNECTICUT
RECEIVING PARTY DATA			
Name:	ECO Digital LLC		
Street Address:	227 West 77th Street		
Internal Address:	Apartment 9J		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10024		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85743390	DIVADOCS	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	704-331-1000		
Email:	jes-ptotmcorrespondence@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	046604.000		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	09/01/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Trademark Assignment"), effective as of July 25, 2020 ("Effective Date"), is made by DivaCFO, LLC, a Connecticut limited liability company, with an address of 2662 Bolero Dr, Naples, FL 34109 ("Seller"), in favor of ECO Digital LLC, a Delaware limited liability company, with an address of 227 West 77th Street, Apartment 9J, New York, NY 10024 ("Purchaser").

WHEREAS, Seller is the sole and exclusive owner of the United States trademark application for DIVADOCS (Appl. No. 85/743,390) and the goodwill of the business connected with the use of and symbolized by the foregoing (collectively, the "Trademark"); and

WHEREAS, Purchaser is the sole and exclusive owner of the United States trademark registration for DIVA (Reg. No. 5,530,403) and other associated DIVA-formative marks ("Purchaser's Marks"); and

WHEREAS, Seller, recognizing Purchaser's rights in Purchaser's Marks, desires to execute and deliver this Trademark Assignment to Purchaser.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for \$1,500 paid to Seller and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. Assignment. Seller hereby irrevocably sells, transfers, assigns, set overs, conveys and delivers to Purchaser, its successors and assigns, free and clear of all liens, security interests, and other encumbrances, all right, title, and interest in perpetuity in and to the Trademark (including all derivations thereof) in the United States and worldwide, including the following (collectively, the "Additional Rights"):

- (a) the goodwill of the business connected with the use of and symbolized by the Trademark;
- (b) all registrations, applications, domain names, and common law rights, if any, all rights to apply and rights of priority to apply for registration, and all registrations, extensions and renewals thereof;
- (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;
- (d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world;
- (e) 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; and
- (f) said Trademark and other foregoing rights to be held and enjoyed by Purchaser, its

2. Recordation and Further Actions. Seller authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Purchaser. Seller shall execute any and all documents and take all other further actions as reasonably requested by Purchaser to transfer ownership of the Trademark and Additional Rights including, but not limited to, assignments, transfers and related powers of attorney, and to obtain, maintain, perfect, and protect the Trademark and Purchaser's rights therein. Purchaser shall promptly initiate and complete, at its sole cost, all such recordations, registrations and filings necessary to give full effect to the assignment of the Trademark contemplated by this Trademark Assignment.

3. Representations. Seller represents, warrants, and covenants that:

(a) All required filings and fees related to the Trademark have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and the Trademark is otherwise in good standing;

(b) Seller owns all right, title and interest in and to the Trademark, free and clear of liens, security interests and other encumbrances, and Seller is in full compliance with all legal requirements applicable to the Trademark and Seller's ownership and use thereof;

(c) Seller has not licensed the Trademark to any third party, and no third party, including Seller's principals, has any right, title, or interest in or to the Trademark;

(d) Seller does not own or have rights in any domain name associated with the Trademark or the term DIVA;

(e) Seller shall cease any and all use of the Trademark as of the Effective Date, and neither the Seller or its principals shall use the Trademark after the Effective Date;

(f) Seller consents to and shall not assert any challenge or bring any action (including but not limited to any action for trademark infringement, trademark dilution or unfair competition), or assist any third party with any action, regarding Purchaser's ownership, use, validity, or registration of the Trademark or Purchaser's Marks; and

(g) to Seller's knowledge, no third party has infringed, violated, diluted, or misappropriated, or is infringing, violating, diluting, or misappropriating, the Trademark.

4. General.

(a) Successors and Assigns. This Trademark Assignment is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and permitted assigns.

(b) Governing Law. This Trademark Assignment shall be construed, interpreted, enforced and governed by and under the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule.

(c) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

(d) Entire Agreement. This Trademark Assignment constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have each executed this Trademark Assignment, effective as of the date first above written.

SELLER:

DivaCFO, LLC, a Connecticut limited liability company

By: [Signature]
Name: ELISA TORI BRAND
Title: CEO

PURCHASER:

ECO Digital LLC, a Delaware limited liability company

By: [Signature]
Name: JUSTIN V RIRIE
Title: PRES/CEO