

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resourceful HR, LLC		09/01/2020	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	Digital Insurance LLC		
Street Address:	200 Galleria Parkway		
Internal Address:	Suite 1950		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85214498	RESOURCEFUL HR	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Daniel E. Sineway		
Address Line 1:	1600 Atlanta Financial Center		
Address Line 2:	3343 Peachtree Road, N.E.		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	13422-137261		
NAME OF SUBMITTER:	Montrell McCaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	09/02/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "*Assignment*") is entered into as of September 1, 2020 by and between Resourceful HR, LLC a Washington limited liability company ("*Assignor*"), and Digital Insurance LLC, a Delaware limited liability company ("*Assignee*"), pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee and Jennifer Olsen of even date herewith (the "*Asset Purchase Agreement*"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement.

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Business, including, but not limited to, the trademarks on **Schedule A** attached hereto ("*Trademarks*"), the copyrights attached hereto on the same **Schedule A** ("*Copyrights*"), the patents and patent applications attached hereto on the same **Schedule A** ("*Patents*"), the domain names on the same **Schedule A** (the "*Domain Names*"), and the service marks attached hereto on the same **Schedule A** (the "*Service Marks*" and collectively with Trademarks, Copyrights, Patents and Domain Names, the "*Intellectual Property Assets*"); and

WHEREAS, the Assignors and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

ARTICLE I ASSIGNMENT

The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's right, title and interest in and to all of the Assignor's Trademarks, Copyrights and Patents and other Seller's Intellectual Property Assets, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business of the Assignor as symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the

copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said application, or from a division, continuation, or reissue thereof, to the Assignee, as the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patent or application or applications corresponding to said patent or application, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names.

**ARTICLE II
COOPERATION AND RECORDATION.**

The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request, to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating fully with the Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office, all at the sole expense of Assignee. The Assignors further agree that all necessary records of the Assignors to establish priority of invention in any interference or similar proceeding will be made available at no additional charge to the Assignee, in the event such records are needed in connection with any of the assigned Letters Patent or applications for Letters Patent.

**ARTICLE III
GOVERNING LAW.**

This Assignment shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to the principles of conflicts of laws. In the event that any Action relating to this Assignment or the transactions contemplated hereby is initiated by either party, each of the parties (a) submits to the exclusive jurisdiction of the Superior Court of Fulton County, Georgia, in such Action, (b) agrees that all claims in respect of the Action may be heard and determined in any such court, and (c) waive any objection to jurisdiction or venue in any such Action. Each of the Parties waives any defense

of inconvenient forum to the maintenance of any Action so brought and waives any bond, surety or other security that might be required of the other party with respect to any such Action.

**ARTICLE IV
DELIVERY OF TANGIBLE ITEMS.**

The Assignor shall arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Intellectual Property Assets, if any, that are in the possession or control of the Assignor.

**ARTICLE V
MAINTENANCE.**

The Assignor agrees that it has and shall instruct its attorneys and agents who maintain and prosecute the Intellectual Property Assets to take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Intellectual Property Assets in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Intellectual Property Assets.

****Signature page follows****

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR

Resourceful HR, LLC

DocuSigned by:
Jennifer Olsen
Name: B83290728FAA436...
Title: Manager and Chief Executive Officer

ASSIGNEE

Digital Insurance LLC

DocuSigned by:
Adam Bruckman
Name: 1c742E4A8C404CD...
Title: Chief Executive Officer

SCHEDULE A

Trademarks

“RESOURCEFUL HR” word mark; serial no. 85214498; filing date: January 10, 2011; registration date: April 29, 2014.

Copyrights

None.

Patents

None.

Domain Names

www.resourcefulhr.com

Service Marks

None.