

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601375

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900567578		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wizard Lizard, LLC		08/19/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Confie Administrative Services, Inc.		
Street Address:	7711 Center Ave, Suite 200		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92647		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3781434	WIZARD LIZARD	
Registration Number:	3844891	EZBUY	
CORRESPONDENCE DATA			
Fax Number:	7145469035		
<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:	714-641-5100		
Email:	lweiland@rutan.com		
Correspondent Name:	RUTAN & TUCKER, LLP		
Address Line 1:	611 ANTON BLVD, SUITE 1400		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	102142.0081T		
NAME OF SUBMITTER:	Lindy M. Herman		
SIGNATURE:	/Lindy M. Herman/		
DATE SIGNED:	10/06/2020		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment") is entered into August 19, 2020, by and among Wizard Lizard, LLC, a California limited liability company ("Assignor"), Steve Triano, an individual ("Steve"), Martha Veronica Triano, an individual ("Veronica") and Confie Administrative Services, Inc., a California corporation ("Assignee"). Steve and Veronica are referred to herein collectively as the "Members" and each individually as a "Member." Collectively, Assignor, Members and Assignee are referred to herein as the "Parties".

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "APA"), pursuant to which Assignor is selling substantially all of the assets comprising Assignor's business, including, without limitation, all of the intellectual property set forth on Schedule A attached hereto. The intellectual property listed on said Schedule A is referred to herein as the "IP".

WHEREAS, pursuant to the APA, the Parties are entering into this Assignment to effect the transfer and assignment of the IP from Assignor to Assignee, whereby upon such transfer and assignment, Assignee exclusively shall have all right, title and interest in and to the IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, and transfers, and Assignee accepts, all worldwide right, title and interest in and to the IP, together with the goodwill of the business symbolized thereby, throughout the world, in the sole name of Assignee as of the Effective Date, which Assignee is a successor to that portion of the business to which the marks pertain, and which business is ongoing and existing. Assignee, its successors and assigns, will hold and enjoy all right, title and interest in and to the IP, the same as would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor and each Member represents and warrants that immediately prior to Assignor's assignment of the IP to Assignee hereunder, Assignor is the exclusive owner of all right, title and interest in and to the IP (other than non-exclusive rights to use some or all of the IP that Assignor granted to third parties as part of the ordinary course of its business of licensing others to use intellectual property owned by Assignor as specifically disclosed in the disclosure schedules to the APA) and neither Member has any right, title or interest in and to the IP.

3. Assignor and Members hereby covenant and agree that they will execute and deliver any and all papers and do all lawful acts that Assignee may reasonably request to realize and effect the purpose of this Assignment, without additional consideration. Assignor will perform such other acts (at Assignee's expense, but not in derogation of Assignor's and Members' indemnification obligations under the APA) as Assignee or its successors and assigns may reasonably request from time to time to secure the rights granted herein, throughout the world. In addition, Assignor and Members confirm that they will not challenge the validity or enforceability, or assist others in challenging the validity or enforceability, of the IP.

4. Assignor and each Member hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee reasonably deems necessary or desirable to accomplish the purpose of this Assignment.

5. The Parties agree that this Assignment may be submitted by Assignor to the competent authority as required by applicable federal or state law for its registration. Each Party shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment.

6. This Agreement shall be governed by and construed in accordance with the domestic laws of, and enforced in, the State of California. The Parties agree that jurisdiction and venue in any action brought by any party pursuant to this Agreement shall properly lie in any Federal or State Court located within Orange County, California. By execution and delivery of this Agreement each party irrevocably submits to the jurisdiction of such courts for itself and in respect of its property with respect to such action.

7. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing and executed by all of the Parties to be legally effective.

8. This Assignment shall supplement, and in no event shall derogate from, the agreements, covenants, obligations representations and warranties of the Parties under the APA.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Intellectual Property Assignment Agreement to be executed as of the date set forth above.

WIZARD LIZARD, LLC

DocuSigned by:
By: Steve Triano
Name: Steve Triano
Title: Chief Executive Officer

CONFIE ADMINISTRATIVE SERVICES, INC.

By: _____
Name: _____
Title: _____

DocuSigned by:
Steve Triano
STEVE TRIANO, an individual

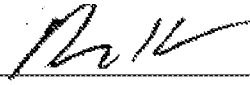
DocuSigned by:
Martha Veronica Triano
MARTHA VERÓNICA TRIANO,
an individual

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Intellectual Property Assignment Agreement to be executed as of the date set forth above.

WIZARD LIZARD, LLC

By: _____
Name: Steve Triano
Title: Chief Executive Officer

**CONFIE ADMINISTRATIVE
SERVICES, INC.**

By: 
Name: Michael Kaplan
Title: _____

STEVE TRIANO, an individual

MARTHA VERONICA TRIANO,
an individual

SCHEDULE A

Trademarks: WIZARD LIZARD; EZBUY; QUICKSIGN; MOBILE AGENT; and EZINK.

Apps and Related Software:

Seller's EZBUY app and all computer software owned by Seller and used by it in connection with that app.

Seller's QUICKSIGN app and all computer software owned by Seller and used by it in connection with that app.

Seller's MOBILE AGENT app and all computer software owned by Seller and used by it in connection with that app.

Seller's EZINK app and all computer software owned by Seller and used by it in connection with that app.

Telephone numbers, facsimile numbers, domain names, email addresses and P.O. box:

- Ezbuyesales.com
- Wizardlizard.com
- Steve.triano@wizardlizard.com
- sales@ezbuyesales.com
- sales@wizardlizard.com
- support@wizardlizard.com
- support@ezbuyesales.com
- Veronica.triano@wizardlizard.com
- Joni.keith@ezbuyesales.com
- 888-949-2732
- 714-468-5079
- 714-907-4707
- 714-434-3739
- Fax 714-820-9789
- 714-594-7891
- IP Address: 207.38.123.11
- PO Box 8010 Huntington Beach, CA 92615-9998