

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORBIION, INC.		10/29/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AFV HOLDINGS II, LLC		
Street Address:	1210 AvidXchange Lane		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28206		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4732034	ENTRYLESS	
CORRESPONDENCE DATA			
Fax Number:	8046982196		
<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:	804 775 1846		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Stephanie A. Martinez, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Stephanie A. Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	01/05/2021		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*IP Assignment Agreement*"), is made and entered into effective as of October 29, 2020 ("*Closing Date*"), by and among ORBIION, INC., a Delaware corporation ("*Orbiion*"), ORBIION, INC., a California corporation (together with Orbiion, "*Assignors*" and each an "*Assignor*"), and AFV HOLDINGS II, LLC, a North Carolina limited liability company ("*Assignee*"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement of even date herewith by and among Assignors and Assignee ("*Purchase Agreement*").

RECITALS

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of each Assignor's right, title and interest in and to substantially all of the assets of Assignors, including, without limitation, the Purchased Intellectual Property identified in Schedule A hereto and all other Purchased Intellectual Property (collectively, the "*Sellers Intellectual Property*"); and

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 **Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, each Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from each Assignor, free and clear of all Encumbrances except for Permitted Liens, all of each Assignor's right, title and interest in and to the Sellers Intellectual Property, including without limitation all goodwill associated therewith, any and all income royalties, or payments due or payable as of the Closing Date or thereafter as well as the right to sue for any and all past, present and future infringements of such Sellers Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto ("*Assigned IP*"). In order to enable the use by Assignee of the social media accounts and website names and addresses set forth on Schedule A hereto (collectively, "*Domain Names*"), each Assignor agrees to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

Section 2 **Further Assurances.**

(a) Each Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

(b) Each Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

(c) As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by either Assignor or their respective agents, affiliates or attorneys, such Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignors and Assignee, and each of their respective successors and assigns.

Section 4 Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

Section 5 Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed effective as of the date first set forth above.

ASSIGNORS:

ORBION, INC.,
a Delaware corporation

By: _____
Name: Miguel A. Galarza
Title: Chief Executive Officer

ORBION, INC.,
a California corporation

By: _____
Name: Miguel A. Galarza
Title: Chief Executive Officer

ASSIGNEE:

AFV HOLDINGS II, LLC,
a North Carolina limited liability company

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment and Assumption Agreement to be duly executed effective as of the date first set forth above.

ASSIGNORS:

ORBIION, INC.,
a Delaware corporation

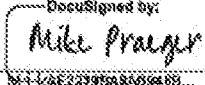
By: _____
Name: Mike Galarza
Title: Chief Executive Officer

ORBIION, INC.,
a California corporation

By: _____
Name: Mike Galarza
Title: Chief Executive Officer

ASSIGNEE:

AFV HOLDINGS II, LLC,
a North Carolina limited liability company

By:  _____
Name: ~~Mike Praeger~~
Title: Chief Executive Officer

SCHEDULE A

ASSIGNED IP

1. Patents

Title	Jurisdiction	Registration No. / Application No.	Date Filed	Current Status
Automated Document Processing System	United States	10,528,808 15/561,815	April 21, 2015 (provisional)	Registered
Method for Automating Financial Statements Among Individuals, Businesses and Corporations	United States	Provisional App. No. 61624995	April 26, 2012	Expired
Automated Document Processing System		Filed April 20, 2016	PCT/US2016/028505	

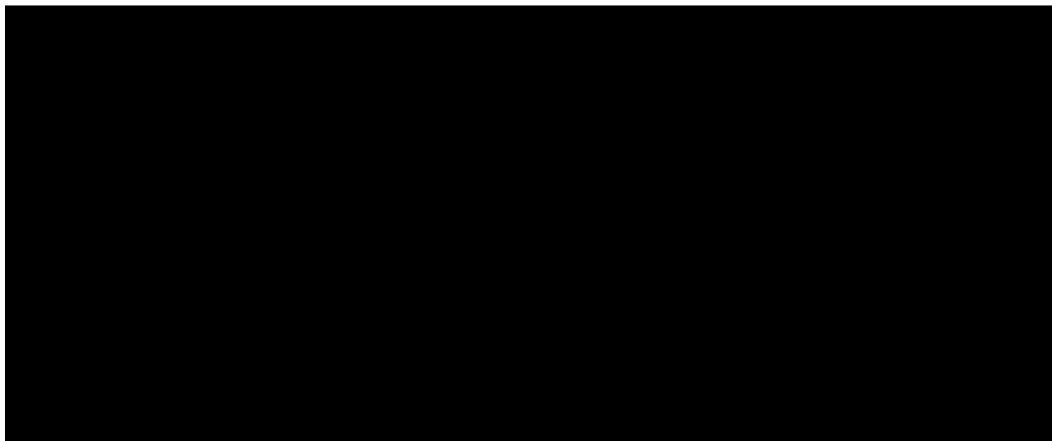
2. Trademarks

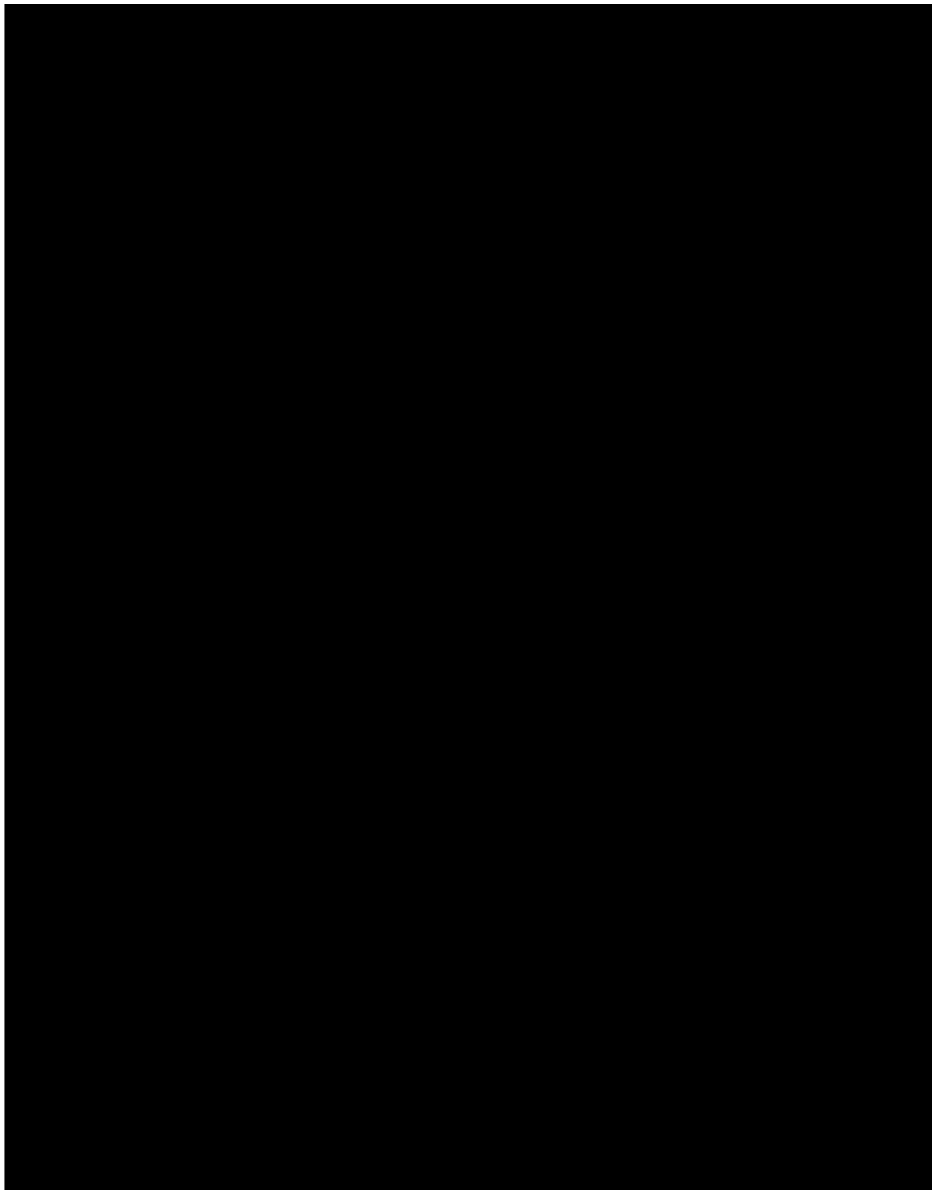
Mark	Jurisdiction	Registration No. / Serial No.	Date Filed	Current Status
SCALE YOUR PRACTICE	United States	4,790,163	December 22, 2014	Registered
ENTRYLESS	United States	4,732,034	February 25, 2013	Registered

3. Copyrights

[None.]

4. Domain Names and Social Media Accounts





Social Media Accounts:

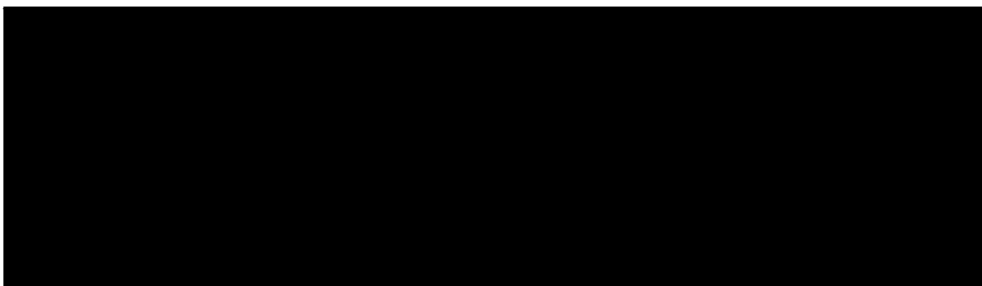
Facebook

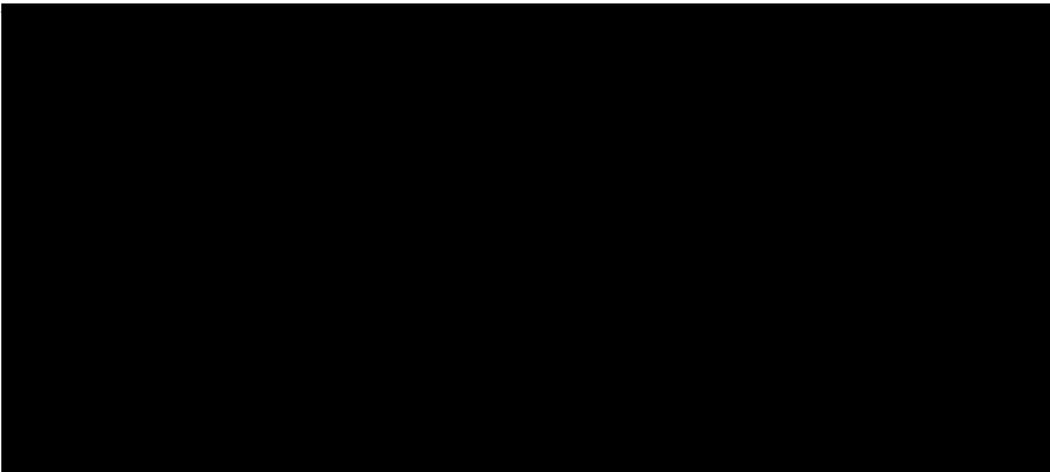
Twitter

LinkedIn

Instagram

Buffer





5. Unregistered IP

