

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626071

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ethos Solutions, LLC		01/15/2021	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Apps Associates LLC		
Street Address:	289 Great Road		
Internal Address:	Suite 308		
City:	Acton		
State/Country:	MASSACHUSETTS		
Postal Code:	01720		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5414151	ETHOS	
Registration Number:	3582059	ETHOS SOLUTIONS	
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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012822-0004		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	02/12/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is executed as of January 15, 2021, by and between ETHOS SOLUTIONS, LLC, a Nevada limited liability company (“**Assignor**”), and APPS ASSOCIATES LLC, a Delaware limited liability company (“**Assignee**”) (each a “**Party**” and collectively the “**Parties**”).

WHEREAS, Assignor has used the trademarks set forth in **Schedule A**, attached hereto, and variations thereof (collectively, the “**Trademarks**”);

WHEREAS, Assignor is the owner of all right, title and interest in and to the Trademarks, together with the goodwill of the Business connected therewith and symbolized by the Trademarks; and

WHEREAS, Assignor desires to assign, sell and transfer all right, title and interest to the Trademarks and Assignee desires to acquire all right, title and interest in and to the Trademarks, pursuant to that certain Asset Purchase Agreement by and among (i) Assignor, (ii) Assignee, and (iii) Steve Simpson, Maria Simpson and George Santora (the “**Asset Purchase Agreement**”).

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

1. The preamble shall form part of this Assignment.
2. Capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Asset Purchase Agreement.
3. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the Business connected therewith and symbolized by the Trademarks, including, without limitations, the right to apply for trademark registrations, in whole or in part, on the Trademarks, any rights to prepare derivative trademarks, all income, royalties, rights to payment relating to the Trademarks, and 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 as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made, free and clear of all Liens (other than Permitted Liens).
4. Assignor agrees to further execute any documents reasonably necessary to affect this Assignment or to confirm Assignee’s ownership of the Trademarks. Assignor also agrees to assist Assignee, upon request, by taking any reasonable action that may be necessary for the perfecting, securing and completing of this Assignment, including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens or other documentation as may be reasonably required.

5. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.
6. This Assignment may be executed in counterparts, and with counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties hereto notwithstanding that all such parties have not signed the same counterpart. Counterpart signature pages to this Assignment transmitted by DocuSign, electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.
7. This Assignment shall be governed and construed in accordance with the laws of Delaware, without giving effect to the conflicts of laws provisions thereof.
8. Notwithstanding anything to the contrary contained herein, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions of this Assignment and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

ETHOS SOLUTIONS, LLC

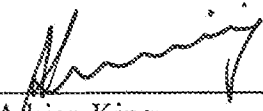
By: 

Name: Steve Simpson

Title: President

ASSIGNEE:

APPS ASSOCIATES LLC

By: 
Name: Adrian King
Title: Chief Executive Officer

Schedule A

Trademarks

Trademark	Registration Number	Registration Date	Owner
Ethos	5414151	February 27, 2018	Ethos Solutions, LLC
Ethos Solutions	3582059	March 3, 2009	Ethos Solutions, LLC

[Signature Page to Trademark Assignment Agreement]

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