

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638133

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Benefits Holding, LLC		12/31/2020	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Benefits IP, LLC		
<b>Street Address:</b>	410 SW 140th Terrace		
<b>City:</b>	Newberry		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32669		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2299314	BENEFITS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9493096495		
<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>			
<b>Phone:</b>	949-309-6495		
<b>Email:</b>	jharrison@arcuslaw.com		
<b>Correspondent Name:</b>	Jeff Harrison		
<b>Address Line 1:</b>	2225 E. Bayshore Road, Suite 200		
<b>Address Line 2:</b>	Arcus LLC		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94303		
<b>NAME OF SUBMITTER:</b>	Jeff Harrison		
<b>SIGNATURE:</b>	/jeff harrison/		
<b>DATE SIGNED:</b>	04/09/2021		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), is entered into as of December 31, 2020 (the “**Effective Date**”), between **Benefits Holding, LLC**, a Utah limited liability company, located at 758 E. Utah Valley Drive, American Fork Utah 84003 (“**Assignor**”), in favor of **Benefits IP, LLC**, a Wyoming limited liability company located at 410 SW 140th Terrace, Newberry, Florida 32669 (“**Assignee**”), the purchaser of certain assets of Assignor pursuant to the Asset and Stock Purchase Agreement by and among **Myler Insurance Services, LLC**, a Utah limited liability company (“**MIS Buyer**”), **Benefits Social Security, LLC**, a Utah limited liability company (“**BSS Buyer**”), **Assignee**, and **Benefits Media, LLC**, a Puerto Rico limited liability company, (“**Benefits Media Buyer**”, and together with BSS Buyer and Assignee, the “**Asset Buyers**” and each an “**Asset Buyer**”, and together with MIS Buyer, BSS Buyer and Assignee, the “**Buyers**” and each a “**Buyer**”) on the one hand; and Assignor, **Myler Disability, LLC**, a Utah limited liability company (“**Myler Disability**”), **Adduco Media, LLC**, a Utah limited liability company (“**Adduco Media**”), and Brad Myler, an individual (“**Brad Myler**”, and collectively with Myler Disability, Adduco Media, and Assignor, the “**Sellers**”), on the other, dated as of December 31, 2020 (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, the Intellectual Property Assets (as defined in the Purchase Agreement), and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) any trademark registrations and trademark applications set forth on Schedule 11 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(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; and

(d) 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. 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 full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. 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 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.

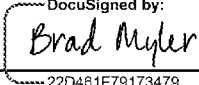
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

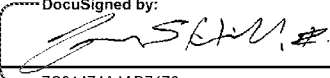
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this this Trademark Assignment to be executed as of the Effective Date.

BENEFITS HOLDING, LLC

By  \_\_\_\_\_  
Name: Brad Myler  
Title: President

BENEFITS IP, LLC

By  \_\_\_\_\_  
Name: James Hill  
Title: Chief Executive Officer and Manager

**SCHEDULE 1**  
**ASSIGNED TRADEMARKS**

**Trademark Registrations**

Mark	Jurisdiction	Reg. No.	Reg. Date
BENEFITS.COM	United States	2299314	Dec. 14, 1999