

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650885

<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>
cheforward, LLC		05/28/2021	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G.E.T. Enterprises, LLC		
<b>Street Address:</b>	7401 Security Way		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Jersey Village		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77040		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5032071	CHEFORWARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	Duncan Poirier		
<b>Address Line 1:</b>	200 Public Square		
<b>Address Line 2:</b>	Suite 2300		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	49779-3		
<b>NAME OF SUBMITTER:</b>	Duncan Poirier		
<b>SIGNATURE:</b>	/Duncan Poirier/		
<b>DATE SIGNED:</b>	06/01/2021		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY AND CONTRACT ASSIGNMENT AGREEMENT

This Intellectual Property and Contract Assignment Agreement (“**Assignment Agreement**”), dated as of May 28, 2021, is made by cheforward, LLC, an Arizona limited liability company (“**Assignor**” or “**Seller**”), in favor of **G.E.T. Enterprises, LLC**, a Delaware limited liability company (“**Assignee**” and together with Assignor, the “**Parties**”), the purchaser of certain assets of Assignor pursuant to an Agreement for the Purchase and Sale of Assets by and among Assignor, Assignee Richman Family Trust, U/T/A dated April 11, 2014 (the “**Owner**”) and, solely for purposes of Section 5, David Richman (“**Richman**”), dated as of the date hereof (the “**Purchase Agreement**”). Capitalized terms used but not otherwise defined in this Assignment Agreement shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to transfer and convey to Assignees all of Assignor’s right, title, and interest in and to those certain (i) contracts that constitute Purchased Assets (such contracts, “**Assigned Contracts**”) set forth on Exhibit A, attached hereto and (ii) Assumed Liabilities, and Assignees have agreed to assume all of Assignor’s obligations and duties pursuant to and under the Assigned Contracts and Assumed Liabilities as hereinafter set forth.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title and interest in and to all of the Acquired Intellectual Property, including, without limitation, the Intellectual Property set forth on Exhibit B, attached hereto.

WHEREAS, the execution and delivery of this Assignment Agreement is required under Section 3.02(a)(ii) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Effective as of the Closing, Assignor hereby sells, assigns, grants, conveys and transfers to Assignees all of Assignor’s right, title and interest in and to the Assigned Contracts. Assignees hereby accept such assignment and assumes all Assumed Liabilities solely related to the assumption of such Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of such Assumed Liabilities.

2. Effective as of the Closing, Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Acquired Intellectual Property (including, without limitation, the Intellectual Property set forth on Exhibit B hereto) and all goodwill associated therewith, including, without limitation: (i) all patents, patents pending, patent rights, inventions, trade secrets, models, designs, and all patent registrations and patent applications of any nature, any continuations, divisionals, continuations-in-part, provisional applications, renewals, reissues, re-examinations, extensions or foreign equivalents thereof, and including the subject matter of all claims that may be obtained therefrom; (ii) all trademarks, service marks, trademark rights, trade names, slogans, logos, trade

dress, Internet domain names, web sites and other designations of source or origin, in each case together with all goodwill, and all registrations and applications for registration related to any of the foregoing; (iii) all works of authorship, copyrights and copyrightable subject matter, and all registrations and applications for registration related to any of the foregoing; (iv) all mask work rights, moral rights, master work rights, trade secrets and other confidential information, know-how, work product, materials, diagrams, user guides and other documents, proprietary processes and rights, formulae, algorithms, models and methodologies, all discoveries, improvements, and ideas; (v) all databases and database rights; (vi) all software (including all source code and all object code); and (vii) and all other corresponding rights (including, without limitation, any licenses) that are or may be secured under the laws of the United States or any state, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment Agreement had not been made, together with all benefits, income, royalties, damages or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Acquired Intellectual Property, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives. Assignor does hereby waive all claim of any proprietary or moral rights (or droit moral) in the Acquired Intellectual Property. Assignor acknowledges that, by transferring and assigning the Acquired Intellectual Property to Assignee, Assignor is also prohibited from creating works (or authorizing derivative works to be created) incorporating or based upon the Acquired Intellectual Property.

3. Assignor shall, at Assignee's expense, take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery, in a timely manner, of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment Agreement, including, without limitation, with respect to (i) the preparation and prosecution of any applications relating to the rights assigned herein, (ii) the prosecution or defense of any interference, opposition, reexamination, reissue, infringement, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Acquired Intellectual Property or this Assignment Agreement, and (iii) the implementation or perfection of this Assignment Agreement in all applicable jurisdictions throughout the world. Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the transfer of the registrations for the domain names in a timely manner. Without limiting the generality of the foregoing, Assignor agrees to correspond with each registrar of the domain names to authorize transfer of the registrations for the domain names, as soon as practicable after the date of this Assignment Agreement. Assignee shall bear the fees of the registrars required in connection with any transfer of the domain names.

4. Assignor hereby authorizes the Commissioner of Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any

applicable jurisdictions to record and register this Assignment Agreement upon request by Assignee.

5. Each of the Parties shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement.

6. This Assignment Agreement may not be amended or modified in any respect, except by a written instrument signed by all of the Parties to this Assignment Agreement making specific reference to this Assignment Agreement. This Assignment Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same document. Any signature to this Assignment Agreement delivered via facsimile, electronic mail, or in .pdf format shall be deemed an original for all purposes.

8. This Assignment Agreement is governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflict of laws principles.

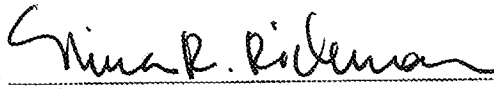
9. If any term, provision, or clause hereof, or of any other agreement or document which is required by this Assignment Agreement, is held to be invalid, such invalidity shall not affect or render invalid any other provision or clause hereof or thereof, the consideration of mutuality of which can be given effect without such invalid provision, and all of which shall remain in full force and effect. If any provision of this Assignment Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only as broad as is enforceable under applicable law.

10. Notwithstanding anything herein to the contrary, the provisions of this Assignment Agreement shall be subject to the provisions of the Purchase Agreement, including, without limitation, the representations, warranties, covenants, agreements and indemnities, which are incorporated herein by this reference. If and to the extent the provisions of this Assignment Agreement are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms and provisions set forth in the Purchase Agreement. Nothing contained in this Assignment Agreement may be construed as a waiver of any of the rights or remedies of the Parties as set forth in, or arising in connection with, the Purchase Agreement or any other instrument or document delivered by the Parties pursuant to the Purchase Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment and Assumption Agreement as of the date first above written.

CHEFORWARD, LLC, an Arizona limited liability company

By:   
Name: Nina R. Richman  
Title: Manager


Address for Notices:

3829 E. Rockingham Road  
Phoenix, Arizona 85050

[Signature Page to Assignment Agreement]

**ACKNOWLEDGED AND AGREED TO BY:**

G.E.T. ENTERPRISES, LLC, a Delaware limited liability company

By:  \_\_\_\_\_

Name: Nataliya Strugatskaya

Title: Chief Financial Officer

[Signature Page to Assignment Agreement]

**EXHIBIT A**  
**ASSIGNED CONTRACTS**

None.



**EXHIBIT B**

**ACQUIRED INTELLECTUAL PROPERTY**

Patents:

None.

Trademarks:

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
CHEFORWARD	US	10/27/14	76717114	8/30/16	5032071	Registered	Cheforward, LLC

Registered Copyrights:

None.

Domain Names:

<https://cheforward.com>

Social Media Accounts:

The following “cheforward” social media accounts:

1. Facebook
2. Instagram
3. LinkedIn
4. Twitter