

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652028

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAWROOM.COM		06/02/2021	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	EverFi, Inc.		
Street Address:	2300 N Street NW		
Internal Address:	Suite 500		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2334585	LAWROOM	
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:	6179994681		
Email:	tdunn@cm.law		
Correspondent Name:	Thomas F. Dunn		
Address Line 1:	13101 Preston Road, Suite 110-1520		
Address Line 2:	Culhane Meadows National IP Support Ctr		
Address Line 4:	Dallas, TEXAS 75240		
NAME OF SUBMITTER:	Thomas F. Dunn		
SIGNATURE:	/Thomas F. Dunn/		
DATE SIGNED:	06/06/2021		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("**Trademark Assignment**"), dated as of March 27, 2019, is made by Lawroom.com, a California corporation located at 1255 Treat Blvd Suite 530 Walnut Creek, California 94597 ("**Assignor**"), in favor of Everfi, Inc., a Delaware corporation, located at 2300 N Street NW, Suite 500, Washington, District of Columbia 20037 ("**Assignee**"), the purchaser of certain assets of Assignor pursuant to a certain Asset Purchase Agreement between Assignee and Assignor (the "**APA**").

WHEREAS, under the terms of the APA, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees 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 all of Assignor's right, title, and interest in and to the following:

(a) the trademark set forth on Schedule 1 hereto (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(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 to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Terms of the APA. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the APA, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademark. The representations, warranties, covenants, agreements, and indemnities contained in the APA 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 APA and the terms hereof, the terms of the APA 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.

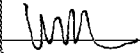
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

LAWROOM.COM

By: _____

DocuSigned by:

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(Authorized Signature)

Name: Walter Leach

Title: General Counsel

Date: June 2, 2021

SCHEDULE 1

ASSIGNED TRADEMARK

Mark	Jurisdiction	Ser. No.	Filing Date	Reg. No.	Reg. Date
LAWROOM	U.S.	75/518,133	July 13, 1998	2,334,585	March 28, 2000