

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM678285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Halo Group, Inc.		09/13/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Transworld Systems Inc.		
Street Address:	500 Virginia Drive		
Internal Address:	Suite 514		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2535395	HALO	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	2149813300		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	2021 McKinney Avenue, Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	10/01/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT, dated September 13, 2021 (this “Assignment”), is entered into by and between Halo Companies, Inc., a Delaware corporation (“HCI”), Halo Group, Inc., a Texas corporation (“HGI”), Halo Asset Management, LLC, a Texas limited liability company (“HAM”), Halo Portfolio Advisors, LLC, a Texas limited liability company (“HPA”), and Halo Benefits, Inc., a Texas corporation (“HBI,” and collectively with HCI, HGI, HAM and HPA, the “Assignors,” and each individually, an “Assignor”), on the one hand, and Transworld Systems Inc., a California corporation (“Assignee”), on the other hand. The Assignors and Assignee are sometimes herein referred to collectively as the “Parties,” and individually as a “Party.”

WHEREAS, the Parties entered into that certain Consent to Strict Foreclosure and Transfer Agreement, dated as of September 13, 2021 (as the same may be amended or supplemented from time to time in accordance with the terms thereof, the “Consent Agreement”).

WHEREAS, under the terms of the Consent Agreement, Assignors have agreed to convey, transfer and assign to Assignee all of Assignors’ right, title, and interest in and to the Assigned IP (as defined below).

NOW, THEREFORE, for good and valuable consideration contained herein and in the Consent Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. Assignment of the Assigned IP. Each Assignor hereby irrevocably assigns, conveys, sells, grants, transfers and delivers to Assignee, and Assignee hereby accepts, all of such Assignor’s right, title and interest of every kind and character throughout the world in and to the all Intellectual Property Rights (as defined below) owned, purported to be owned and/or used by such Assignor, other than the AMX Software (as defined below), including, without limitation, those items listed on or described in Schedule A attached hereto (collectively, the “Assigned IP”). As used in this Assignment: “AMX Software” means the cloud-based residential asset management, servicing oversight, and loan origination software application owned by National Asset Mortgage, LLC, a South Carolina limited liability company, National Asset Advisors, LLC, a South Carolina limited liability company, and Colonial Funding Group, LLC, a Texas limited liability company; and “Intellectual Property Rights” means any and all intellectual property, industrial and/or proprietary rights under the laws of any jurisdiction throughout the world including, without limitation: (i) rights in patents and patent applications, including continuations, divisions, continuations-in-part, renewals, reexaminations, and reissues, utility models, and other industrial property rights; (ii) rights in trademarks, service marks, trade names, trade dress, logos, slogans and similar rights, including common law rights, registrations and applications for registration thereof, together with all of the goodwill associated therewith; (iii) rights in copyrights, mask works, moral rights, rights associated with works of authorship, and registrations and applications for registration thereof; (iv) Internet domain names and social media accounts; (v) trade secrets, know-how and other confidential information; (vi) any all tangible and/or intangible embodiments of any of the foregoing, in any form and in any media; and (vii) all enforcement rights with respect thereto (including, without limitation, the right to seek and recover damages and equitable relief for any infringement, misappropriation, dilution or violation of the foregoing).

2. Further Assurances. Each Assignor and Assignee shall execute, acknowledge and deliver to the other Party any and all documents or instruments, and shall take any and all actions, reasonably required by such other Party from time to time, to confirm or effect the matters set forth herein, or otherwise to carry out the purposes of this Assignment and the transactions contemplated hereby.

3. Appointment as Attorney-in-Fact. If Assignee is unable to secure the signature of any Assignor(s) on any document necessary to carry out the purposes of this Assignment and the transactions contemplated hereby, such Assignor(s) hereby irrevocably designate(s) and appoint(s) Assignee and its successors and assigns as the true and lawful agent and attorney-in-fact of such Assignor(s), with full power of substitution, having full right and authority, in the name of such Assignor(s), to act for and on behalf of such Assignor(s) to execute and file any document, to collect or enforce any debts, liabilities and/or obligations of third parties under the Assigned IP, to institute and prosecute all proceedings that Assignee may deem proper in order to enforce any claim to obligations owed under or in respect of the Assigned IP, to defend and compromise any and all actions, suits or proceedings in order to collect or enforce any claim or right of any kind hereby sold, transferred, conveyed, assigned and delivered by such Assignor(s) to Assignee and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by such Assignor(s).

4. Terms of the Consent Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Consent Agreement. This Assignment is in accordance with, and is subject to, all of the terms and conditions of the Consent Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of any Assignors or Assignee contained in the Consent Agreement. In the event of any conflict or inconsistency between this Assignment and the Consent Agreement, the terms of the Consent Agreement shall prevail.

5. Successors and Assigns. This Assignment is being executed by the Assignors and Assignee and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, for the uses and purposes set forth above and referred to herein, and shall be effective as of the date hereof. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party hereto.

6. Governing Law. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof or any other principle that could result in the application of the laws of any other jurisdiction.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. Federal E-SIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other electronic means will be effective as delivery of a manually executed counterpart to this Assignment.


8. Entire Agreement. This Assignment, including any schedule(s) hereto which are incorporated herein by reference.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNORS:


HALO COMPANIES, INC.

a Delaware corporation

By: 
Name: Jimmy Mauldin
Title: CEO

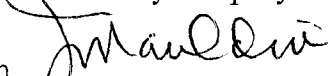
HALO GROUP, INC.

a Texas corporation

By: 
Name: Jimmy Mauldin
Title: CEO

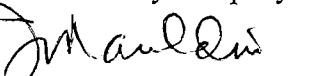
HALO ASSET MANAGEMENT, LLC

a Texas limited liability company

By: 
Name: Jimmy Mauldin
Title: CEO


HALO PORTFOLIO ADVISORS, LLC

a Texas limited liability company

By: 
Name: Jimmy Mauldin
Title: CEO

HALO BENEFITS, INC.


a Texas corporation

By: 
Name: Jimmy Mauldin
Title: CEO

ASSIGNEE:

TRANSWORLD SYSTEMS INC.

a California corporation

By:  _____

Name: Joseph E. Laughlin

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 007438 FRAME: 0942

Schedule A

Registered Intellectual Property

Mark	Reg. No.	Reg. Date.	Owner
HALO *	2535395	February 5, 2002	Halo Group, Inc.

* The mark is active until its next renewal, due Feb. 5, 2022

Other Intellectual Property

1. Servo Platform;
2. Any and all other property rights any Assignor may have in the Servo Platform, whether provided by an Assignor to Assignee via the DSA or otherwise subject to the terms of the DSA;
3. Any Assignor's executable files, libraries, objects, and images, in source and object code, necessary to run, maintain, install, manage, and modify the most current version of the Servo Platform, and any improvements, modifications, or enhancements thereto, together with all documentation and other items, instructions, manuals, software libraries, archival files, prior version(s) of the Servo Platform, backup files, program listings, and configurations required to rebuild, maintain, support, and enhance the Servo Platform; and
4. Any Assignor's administration user manuals, other guides, or documents relating to the Servo Platform.