

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM690424

<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>
Magnetic Marketing, LLC		08/31/2021	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Etison LLC		
<b>Street Address:</b>	3443 W. Bavaria Street		
<b>City:</b>	Eagle		
<b>State/Country:</b>	IDAHO		
<b>Postal Code:</b>	83616		
<b>Entity Type:</b>	Limited Liability Company: IDAHO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3634666	MAGNETIC MARKETING	
<b>Registration Number:</b>	3293983	NO B.S.	
<b>Registration Number:</b>	3840685	RENEGADE MILLIONAIRE	
<b>Registration Number:</b>	4190780	GKIC INSIDER'S CIRCLE	
<b>Serial Number:</b>	88490294	M MAGNETIC MARKETING	
<b>Serial Number:</b>	88491995		
<b>Serial Number:</b>	88307316	NOBS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023448300		
<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>	2023444976		
<b>Email:</b>	trademarkdocket@venable.com, rliebowitz@venable.com		
<b>Correspondent Name:</b>	Rebecca Liebowitz		
<b>Address Line 1:</b>	P.O. Box 34385		
<b>Address Line 2:</b>	c/o Venable LLP		
<b>Address Line 4:</b>	Washington, D.C. 20043		
<b>ATTORNEY DOCKET NUMBER:</b>	140118-555135		
<b>NAME OF SUBMITTER:</b>	Rebecca Liebowitz		

OP \$190.00 363466

<b>SIGNATURE:</b>	/rebecca liebowitz/
<b>DATE SIGNED:</b>	11/24/2021
<b>Total Attachments: 5</b> source=Magnetic Marketing Assignment#page1.tif source=Magnetic Marketing Assignment#page2.tif source=Magnetic Marketing Assignment#page3.tif source=Magnetic Marketing Assignment#page4.tif source=Magnetic Marketing Assignment#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made as of September 1, 2021 with an effective date of August 31, 2021 (the "Effective Date"), by and between Magnetic Marketing, LLC, a South Carolina limited liability company p/k/a Advantage Insights LLC (the "Assignor"), and Etison LLC, an Idaho limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated September 1, 2021, with an effective date of August 31, 2021 (the "Purchase Agreement"), pursuant to which Seller has agreed to cause Assignor to convey, transfer and assign to the Assignee, among other assets, the Intellectual Property of Assignor;

WHEREAS, Assignor owns all of the rights, title and interest in and to the Trademark Assets (as defined herein), and, pursuant to the Purchase Agreement, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the "Agencies"); and

WHEREAS, capitalized terms used but not otherwise defined in this Assignment shall have the meanings ascribed to such terms in the Purchase Agreement.

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

1. **Assignment.** Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the following (collectively, the "Trademark Assets," and which, for the avoidance of doubt, shall exclude all Excluded Liabilities):

(a) all trademarks, trademark registrations and trademark applications of Assignor, set forth on **Schedule 1** attached hereto (collectively, the "Trademarks"), and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use thereof and symbolized thereby;

(b) all rights of any kind whatsoever of Assignor with respect to the Trademarks 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 the Trademarks; and

(d) any and all claims and causes of action with respect to the Trademarks, whether accruing before, on or after the Effective Date, 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 of the foregoing, with

the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Intent to Use.** To the extent that any of the Trademarks constitute "intent to use" applications filed with the United States Patent and Trademark Office, Assignor and Assignee hereby agree and acknowledge that such Trademarks are being assigned with all or substantially all of the Assignor's business relating to the respective Trademark.

3. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, 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, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

4. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this 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 Seller with respect to the Trademark Assets. 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 of this Assignment, the terms of the Purchase Agreement shall govern and control.

5. **Governing Law.** This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Idaho without giving effect to any choice or conflict of law provision or rule (whether of the State of Idaho or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Idaho.

6. **Counterparts; Electronic Signatures.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com, www.adobeSign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

Magnetic Marketing, LLC,  
a South Carolina limited liability company

By: Adam D. Witty  
Name: Adam D. Witty  
Title: Manager

**ASSIGNEE:**

Etison LLC,  
an Idaho limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature page to Trademark Assignment Agreement*

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

Magnetic Marketing, LLC,  
a South Carolina limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

Etison LLC,  
an Idaho limited liability company

By: Russell Brunson  
Name: Russell Brunson  
Title: CMO