

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM706464

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	07/23/2021
<b>RESUBMIT DOCUMENT ID:</b>	900662157

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bryxen, Inc.		07/22/2021	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	Voomly LLC
<b>Street Address:</b>	3443 W BAVARIA ST
<b>City:</b>	EAGLE
<b>State/Country:</b>	IDAHO
<b>Postal Code:</b>	83616
<b>Entity Type:</b>	Limited Liability Company: IDAHO

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	5858940	TOONLY
<b>Registration Number:</b>	5812221	DOODLY
<b>Registration Number:</b>	5642038	TESTLY
<b>Serial Number:</b>	90052559	TALKIA
<b>Serial Number:</b>	88771292	EDITLY
<b>Serial Number:</b>	88488250	VOOMLY

## CORRESPONDENCE DATA

Fax Number: 2023448300

*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.*

Phone: 202-344-4976

Email: trademarkdocket@venable.com, rliebowitz@venable.com,  
smsemmler@venable.com

Correspondent Name: Rebecca Liebowitz

Address Line 1: P.O. Box 34385

Address Line 2: c/o Venable LLP

Address Line 4: Washington, D.C. 20043

ATTORNEY DOCKET NUMBER: 140118-215405

<b>NAME OF SUBMITTER:</b>	Stephanie Semler
<b>SIGNATURE:</b>	/Stephanie Semler/
<b>DATE SIGNED:</b>	02/03/2022
<b>Total Attachments: 5</b> source=IP Assignment - Bryxen#page1.tif source=IP Assignment - Bryxen#page2.tif source=IP Assignment - Bryxen#page3.tif source=IP Assignment - Bryxen#page4.tif source=IP Assignment - Bryxen#page5.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Assignment") is made as of the latest signature date indicated in the signature block at the end of this Agreement (hereinafter the "Effective Date") by and between Bryxen, Inc., an Ohio corporation (hereinafter "Assignor"), and Voomly LLC, an Idaho Limited Liability Company (hereinafter "Assignee").

WHEREAS, in connection with the assignment of intellectual property to Assignee by Assignor, as contemplated by and pursuant to that certain Asset Purchase Agreement dated July 23, 2021, by and between Brad Callen, Assignor, and Assignee (the "Agreement"), certain intellectual property rights owned by Assignor were transferred to Assignee, specifically any trademark applications and trademark registrations therefor identified in Exhibit A, attached hereto and incorporated herein by this reference, and the intellectual property rights and goodwill of the business symbolized by said trademarks (hereinafter "Assigned IP"); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in the Assigned IP be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be and any other appropriate governmental or administrative office (where applicable).

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, including good and valuable consideration recited in the Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment. The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor's right, title and interest in and to any and all trademark rights related to the Assigned IP, including but not limited to the trademarks, trademark applications, and trademark registrations listed in Exhibit A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights related to the Assigned IP, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment,

including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office, all at the Assignee's sole expense.

3. Maintenance. The Assignor has and shall instruct their attorneys and agents who maintain and prosecute the Assigned IP to, at the cost and expense of Assignee, take all necessary actions required by the appropriate administrative agency or registry and take all other necessary actions to keep the Assigned IP in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Assigned IP.

4. Miscellaneous.

a) This Assignment, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

b) This Assignment shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Assignment or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

ASSIGNEE:

By: 

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

Name: Brad Callen

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 7-22-21


Date: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR:

ASSIGNEE:

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

By:  \_\_\_\_\_  
EE7A8E2057AE41E

Name: \_\_\_\_\_

Name: Russell Brunson

Title: \_\_\_\_\_

Title: Manager

Date: \_\_\_\_\_

Date: 7/23/21

**EXHIBIT A**

**Trademarks**

<b>MARK</b>	<b>SERIAL / REG. NO.</b>	<b>FILING / REGISTRATION DATE</b>	<b>JURISDICTION</b>
TOONLY	88/234,905 5,858,940	December 19, 2018 September 10, 2019	US
DOODLY	88/234,892 5,812,221	December 19, 2018 July 23, 2019	US
TESTLY	87/903,601 5,642,038	May 2, 2018 January 1, 2019	US
TALKIA	90/052,577 N/A	July 14, 2020 N/A	US
TALKIA	90/052,559 N/A	July 14, 2020 N/A	US
EDITLY	88/771,292 N/A	January 23, 2020 N/A	US
VOOMLY	88/488,250 N/A	June 25, 2019 N/A	US
VOOMLY	88/488,227 N/A	June 25, 2019 N/A	US