

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724980

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900668867		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Career Step, LLC		12/22/2021	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lexipol, LLC		
<b>Street Address:</b>	2611 Internet Blvd.		
<b>Internal Address:</b>	Ste. 100		
<b>City:</b>	Frisco		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75034		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6271480	CAREERCERT	
<b>Registration Number:</b>	6271482	C CAREERCERT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2166960740		
<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>	216-861-6488		
<b>Email:</b>	tnoel@bakerlaw.com		
<b>Correspondent Name:</b>	Brendan E. Clark		
<b>Address Line 1:</b>	127 Public Square		
<b>Address Line 2:</b>	Key Tower, Suite 2000		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	12043.555555		
<b>NAME OF SUBMITTER:</b>	Brendan E. Clark		
<b>SIGNATURE:</b>	/Brendan E. Clark/		
<b>DATE SIGNED:</b>	04/29/2022		
<b>Total Attachments: 5</b>			

source=Lexipol - Revised Career Step Assignment#page1.tif  
source=Lexipol - Revised Career Step Assignment#page2.tif  
source=Lexipol - Revised Career Step Assignment#page3.tif  
source=Lexipol - Revised Career Step Assignment#page4.tif  
source=Lexipol - Revised Career Step Assignment#page5.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into as of December 22, 2021, between Career Step, LLC, a Utah limited liability company with principal offices at 2901 N. Ashton Blvd, Suite 101, Lehi, UT 84043 (“Assignor”), and Lexipol, LLC, a Delaware limited liability company with principal offices at 2611 Internet Blvd., Ste. 100, Frisco, TX 75034 (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, assign, convey, transfer, and deliver, and Assignee has agreed to purchase and assume, all of Assignor’s right, title and interest in and to the Purchased Trademarks and the Purchased Domain Name, as further described on Exhibit A, attached hereto, along with any and all good will of the business in which the mark is used.

WHEREAS, Assignor and Assignee now desire to execute this Assignment to effectuate the assignment, conveyance, transfer, and delivery by Assignor, and the purchase and assumption by Assignee, of the Purchased Trademarks, the Purchased Domain Name, and the associated good will.

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

1. Assignment. Assignor hereby sells, assigns, conveys, transfers, and delivers to Assignee all of Assignor’s right, title and interest in and to the Purchased Trademarks and the Purchased Domain Name, together with the good will of the business symbolized by the Purchased Trademarks, in each case, as set forth in the Purchase Agreement.

2. Binding Effect. This Assignment will inure to the benefit of and be binding upon and enforceable by the parties hereto and their respective successors and permitted assigns but shall not be assignable by any party without the prior written consent of the other party.

3. Purchase Agreement. This Assignment is subject to all of the terms and conditions set forth in the Purchase Agreement, which is hereby incorporated by reference and nothing herein shall be deemed to modify, diminish or limit the representations, warranties, covenants, indemnification obligations or any other rights or obligations of the parties to the Purchase Agreement. Assignor makes no representation or warranty with respect to the Purchased Trademarks and the Purchased Domain Name being conveyed hereby except as specifically set forth in the Purchase Agreement. Assignor and Assignee acknowledge and agree that 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 in the Purchase Agreement.

4. Further Assurances; Recordation. Assignor and Assignee agree that they will hereafter execute and deliver any further bills of sale, assignments, or other instruments of transfer which may be necessary, or which may reasonably be deemed necessary by the other party to carry

out fully the purposes of this Assignment. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions (including the U.S. Patent and Trademark Office) to record and register this Assignment upon request by Assignee.

5. Governing Law. This Assignment shall be governed by, construed and interpreted in accordance with the internal laws of the State of Utah, without giving effect to any choice of law or conflict of laws principles.

6. Counterparts; Facsimile or Electronically Transmitted Signatures. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy (including by electronic signature) of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first above written.

Assignor:

Career Step, LLC

By: Scott Whitt

Name: Scott Whitt

Title: Treasurer

Assignee:

Lexipol, LLC

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

Name: Chuck Corbin

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date first above written.

Assignor:

Career Step, LLC

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

Name: Scott Whitt

Title: Treasurer

Assignee:

Lexipol, LLC

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

Name: Chuck Corbin

Title: Chief Executive Officer

Exhibit A

Purchased Domain Name:

URL: careercert.com

Purchased Trademarks:

Trademarks registration numbers: 6271480, 6271482