

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM733796

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MassiveCert, Inc.		06/01/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Xactus, LLC		
Street Address:	370 Reed Road, Suite 100		
City:	Broomall		
State/Country:	PENNSYLVANIA		
Postal Code:	19008		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5750822	MASSIVECERT	
Registration Number:	5750943	DIRECTFLOOD	
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:	2163485400		
Email:	IPMailbox@mcdonaldhopkins.com		
Correspondent Name:	MCDONALD HOPKINS LLC		
Address Line 1:	600 SUPERIOR AVENUE EAST, SUITE 2100		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	44579-00014		
NAME OF SUBMITTER:	Kimberly Hefner		
SIGNATURE:	/Kimberly Hefner/		
DATE SIGNED:	06/10/2022		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of June 1, 2022 by and among MassiveCert, Inc., a Colorado corporation (the “**Seller Party**”) and Xactus, LLC, a Delaware limited liability company (“**Buyer**”).

Recitals

- A. Buyer, the Seller Party, and each of Joshua Price, Eric Ratcliffe, and Gerald Jones, as owners of the Seller Party, are parties to that certain Asset Purchase Agreement dated as of June 1, 2022 (the “**APA**”), pursuant to which Buyer agreed to purchase and acquire from the Seller Party, and the Seller Party agreed to sell, assign, transfer, convey and deliver to Buyer, the Purchased Assets.
- B. All capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the APA.
- C. Pursuant to the APA, the Seller Party hereby sells, assigns, transfers, conveys and delivers all the Intellectual Property (as shown on Exhibit A) to Buyer.
- D. The Seller Party and Buyer now seek to consummate the sale, assignment, transfer, conveyance and delivery of the Intellectual Property.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the APA, and in consideration of the representations, warranties and covenants set forth in the APA, the parties hereby agree as follows:

1. **Assignment**. Effective as of the Closing Date, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller Party has sold, assigned, transferred, conveyed and delivered, and does hereby sell, assign, transfer and convey to Buyer the Intellectual Property and all rights associated therewith, including, but not limited to, (i) all goodwill of the Seller Party’s business associated with said Intellectual Property, together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries, (ii) all rights to file any future registrations or patents for any of the Intellectual Property, (iii) all common law rights associated with the Intellectual Property, and (iv) all causes of action or other rights that may be asserted under the Intellectual Property; the same to be held and enjoyed by Buyer for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Seller Party if this assignment and sale had not been made, together with all claims by the Seller Party for damages by reason of past infringement of any trademark or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.

2. **Proxy.** Upon reasonable request by Buyer, the Seller Party agrees to execute all documents necessary to perfect the right, title, and interest conveyed herein in and to Buyer. In the event that the Seller Party is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Buyer, the Seller Party hereby irrevocably designates and appoints Buyer or its assign and their duly authorized officers and agents as the Seller Party's agents and attorneys-in-fact to act for and in the Seller Party's behalf and instead of the Seller Party, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Intellectual Property.

3. **Notices.** Any notice, request, or other document to be given hereunder to any party hereto shall be given in the manner specified in Section 8.02 of the APA.

4. **Severability.** If any term or provision of this Assignment is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5. **Amendment and Modification; Waiver.** This Assignment may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Assignment shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

6. **Further Assurances.** Following the Closing Date, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this 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 Assignment.

8. **Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.**

a) This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Delaware.

b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF TENNESSEE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS LOCATED IN SHELBY COUNTY, TENNESSEE IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH ON SECTION 8.02 OF THE APA SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

9. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Notwithstanding the foregoing, (a) Buyer may assign its rights under this Assignment, in whole or in part to one or more Subsidiaries or Affiliates of Buyer, and such assignment shall not relieve Buyer of its obligations hereunder, and (b) Buyer may, if required by the lenders or other entities providing financing to Buyer or its Affiliates, grant a security interest in, and collateral assignment of, its rights under this Assignment to secure the obligations of Buyer or such Affiliates to such lenders or such other entities. In the event of an assignment pursuant to this Section, the term "Buyer" shall be deemed to include the Buyer specifically named in the introductory paragraph and such Subsidiary or Affiliate as an additional party for all purposes.

10. **No Third-Party Beneficiaries.** Except as provided in Article VII and Section 8.10(b) of the APA, this Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

11. **Entire Agreement.** This Assignment and the other Transaction Documents constitute the sole and entire agreement of the parties to this Assignment with respect to the subject

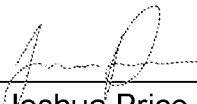
matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Assignment and those in the other Transaction Documents, the exhibits thereto and Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Assignment will control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment as of date first above written.

SELLER PARTY:

MassiveCert, Inc.

By:  _____
Name: Joshua Price
Title: President

BUYER:

XACTUS, LLC

By: _____
Name: Perry Steiner
Title: Chairman

IN WITNESS WHEREOF, the parties have executed this Assignment as of date first above written.

SELLER PARTY:

MassiveCert, Inc.

By: _____

Name:

Title:

BUYER:

XACTUS, LLC

By:  _____

Name: Perry Steiner

Title: Chairman

SCHEDULE A

INTELLECTUAL PROPERTY

- Active domains: privatefloodclearinghouse.com, massivecert.com, massivecertsupport.com and all their subdomains, supporting data, and code hosted on Amazon.
- Domain names owned but inactive including: lomaonline.com, lomconline.com, massiverisk.com, onlineloma.com, privatefloodclearinghouse.net, privatefloodclearinghouse.com, privatefloodclearinghouse.org, and privatefloodexchange.com.
- Flood Zone Determination System, Elevation Certificate System, Automated Replacement Cost Value System, First Floor Height Artificial Intelligence System, National Flood Zone Database, Digitized Elevation Certificate Repository, and Letter of Map Amendment (“LOMA”) Database, and Parcel and Building Footprint Database.
- The MassiveCert desktop app
- All data and files contained on the laptop computers listed elsewhere, <https://massivecert.sharepoint.com/sites/intranet>, and www.box.com.
- MassiveCert owns the following trademarks:
 - MassiveCert
 - Registered on May 14, 2019 with the United States Patent and Trademark Office (“USPTO”). Registration No. 5,750,822.
 - DirectFlood
 - Registered on May 14, 2019 with the USPTO. Registration No. 5,750,943.
- The following Open Source Code:

Desktop: QGIS (geospatial mapping), 7-Zip (file compression), Filezilla (FTP), Postman (web service testing), Evernote (note taking/organizing), draw.io (process diagrams), Adobe Reader (PDF document reader), Sublime Text (text editor), Monosnap (screenshots), PrimoPDF (PDF document compilation)
Server: geoserver, apache, openjdk, postgres, osgeo4w, openssh, pgadmin, git for windows, 7-zip, wkhtmltopdf, phantomjs, php, python, apache solr

node.js

server node modules: adm-zip, body-parser, cheerio, cheerio-tableparser, curlrequest, express, express-domain-middleware, forever, html-minify, jstoxml, massive, morgan, multer, node-pdftk, node-windows, node-xlsx, nodemailer, nodemon, npm, parse-address, pdf-merger-js, pdfjs, pg, request, request-promise-native, restler, ssl-root-cas, swig, windows-build-tools, xml2js

drupal

drupal modules: acl, addressfield, admin_menu, admin_toolbar, admin_toolbar_links_access_filter, admin_toolbar_search, admin_toolbar_tools, advanced_forum, alchemy, alchemy_contentanalysis, apachesolr, apachesolr_search, auto_entitylabel, autologout, availability_calendar, availability_calendar_migrate, backup_migrate, better_exposed_filters, block, block_class, block_visibility_groups, bootstrap_library, business_rules, captcha, certificate, certificate_contact, certificate_form, certificate_rules, certificate_views, certificate_workflow, chain_menu_access, chr, ckeditor, color, comment, commerce, commerce_autosku, commerce_cart, commerce_checkout, commerce_customer, commerce_customer_ui, commerce_extra, commerce_extra_price_formatters, commerce_extra_quantity, commerce_fancy_attributes, commerce_feeds, commerce_line_item, commerce_order, commerce_order_ui, commerce_payment, commerce_price, commerce_product, commerce_product_pricing, commerce_product_pricing_ui, commerce_product_reference, commerce_product_ui, commerce_search, commerce_search_api, commerce_stripe, commerce_taxrates, commerce_taxrates_ui, commerce_ui, commerce_vbo_views, conditional_fields, config_update, contact, contact_save, content_access, contentanalysis, contentoptimizer, context, context_layouts, context_ui, contextual, countries, countries_i18n, csv_serialization, ctools, ctools_entity_mask, ctools_views, dashboard, date, date_all_day, date_api, date_datepicker_inline, date_popup, date_tools, date_views, dblog, debug, delta, delta_blocks, delta_color, delta_ui, determination, dexp, dexp_animation, dexp_grid, dexp_layerslider, dexp_masonry, dexp_menu, dexp_page_elements, dexp_portfolio, dexp_pressa_commerce, dexp_quicksettings, dexp_shortcodes, dexp_twitter, dexp_viewmodes, dexp_views_bxslider, dexp_widget, editablefields, email, encrypt, entity, entity_clone, entity_token, entity_view_mode, entityreference, entityreference_view_widget, facetapi, facetapi_multiselect, facetapi_select, features, features_colin, feeds, feeds_ui, field, field_collection, field_group, field_permissions, field_sql_storage, field_ui, field_validation, file, file_entity, filter, fivestar, flag, fontawesome, form_placeholder, formblock, forum, forum_access, fullcalendar, fullcalendar_colors, fullcalendar_options, ga_login, gavias_content_builder, gavias_hook_themer, gavias_slider, gavias_sliderlayer, gavias_view, gaviasthemer, geocoder, geofield, geofield_map, geophp, globalredirect, googleanalytics, hide_submit, hierarchical_select, honeypot, hs_flatlist, hs_taxonomy, i18n_contact, i18n_field, i18n_forum, i18n_menu, image, image_captcha, imce, inline_entity_form, insight, ip2country, job_scheduler, jquery_update, key, kwresearch, kwresearch_google, languageicons, leaflet, leaflet_views, libraries, list, locale, ludwig, mail_logger, mailsystem, mask, media, media_bulk_upload, media_internet, media_migrate_file_types, media_soundcloud, media_vimeo, media_wysiwyg_settings, media_youtube, mediafield, menu, menu_attach_block, menu_item_role_access, menu_token, metatag, metatag_panels, mimemail, module_filter, name, node, node_access_rebuild_progressive, nodeaccess_userreference, number, options, orders, page_manager, path, pathauto, phone, php, private_files_download_permission, profile2,

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REEL: 007748 FRAME: 0369

profile2_i18n, profile2_og_access, queue_ui, real_aes, recaptcha, redirect, redirect_after_login, references, relation, relation_endpoint, relation_migrate, relation_ui, rest_server, restrict_ip, restui, rules, rules_admin, rules_i18n, rules_link, rules_link_i18n, save_edit, search, search_api, search_api_db, search_api_facetapi, search_api_ranges, search_api_sorts, search_api_sorts_widget, search_api_views, seotools, services, services_basic_auth, services_documentation, services_oauth, services_tfa, session_api, shortcode, signaturefield, simplenews, smtp, social_share, special_menu_items, statistics, stripe, strongarm, subuser, subuser_switch, subuser_ui, superfish, system, taxonomy, taxonomy_manager, tb_megamenu, text, tfa, tfa_basic, token, token_filter, token_tweaks, toolbar, translation, translation_helpers, typed_data, update, user, user_field_value, user_reference, uuid, variablecheck, vefl, vefl_bef, videojs, videojs_hls, views, views_bulk_edit, views_bulk_operations, views_data_export, views_dynamic_fields, views_geojson, views_infinite_scroll, views_php, views_send, views_ui, votingapi, webform, webform_access, webform_attachment, webform_bootstrap, webform_image_select, webform_node, webform_submission_log, webform_templates, webform_ui, webform_views, workflow, workflow_access, workflow_admin_ui, workflow_cleanup, workflow_revert, workflow_rules, workflow_vbo, workflow_views, workflowfield, xls_serialization, xmlsitemap, xmlsitemap_custom, xmlsitemap_engines, xmlsitemap_i18n, xmlsitemap_menu, xmlsitemap_node

node-win

app node modules: @babel, ansi-regex, ansi-styles, anymatch, arr-diff, arr-flatten, array-unique, async-each, babel-cli, babel-code-frame, babel-core, babel-generator, babel-helper-builder-react-jsx, babel-helper-call-delegate, babel-helper-define-map, babel-helper-function-name, babel-helper-get-function-arity, babel-helper-hoist-variables, babel-helper-optimise-call-expression, babel-helper-regex, babel-helper-replace-supers, babel-helpers, babel-messages, babel-plugin-check-es2015-constants, babel-plugin-syntax-flow, babel-plugin-syntax-jsx, babel-plugin-syntax-object-rest-spread, babel-plugin-transform-es2015-arrow-functions, babel-plugin-transform-es2015-block-scoped-functions, babel-plugin-transform-es2015-block-scoping, babel-plugin-transform-es2015-classes, babel-plugin-transform-es2015-computed-properties, babel-plugin-transform-es2015-destructuring, babel-plugin-transform-es2015-duplicate-keys, babel-plugin-transform-es2015-for-of, babel-plugin-transform-es2015-function-name, babel-plugin-transform-es2015-literals, babel-plugin-transform-es2015-modules-amd, babel-plugin-transform-es2015-modules-commonjs, babel-plugin-transform-es2015-modules-systemjs, babel-plugin-transform-es2015-modules-umd, babel-plugin-transform-es2015-object-super, babel-plugin-transform-es2015-parameters, babel-plugin-transform-es2015-shorthand-properties, babel-plugin-transform-es2015-spread, babel-plugin-transform-es2015-sticky-regex, babel-plugin-transform-es2015-template-literals, babel-plugin-transform-es2015-typeof-symbol, babel-plugin-transform-es2015-unicode-regex, babel-plugin-transform-

flow-strip-types, babel-plugin-transform-object-rest-spread, babel-plugin-transform-react-display-name, babel-plugin-transform-react-jsx, babel-plugin-transform-react-jsx-self, babel-plugin-transform-react-jsx-source, babel-plugin-transform-regenerator, babel-plugin-transform-strict-mode, babel-polyfill, babel-preset-es2015, babel-preset-flow, babel-preset-react, babel-register, babel-runtime, babel-template, babel-traverse, babel-types, babylon, balanced-match, base64-js, binary-extensions, bl, bootstrap-table-fixed-columns-pro, brace-expansion, braces, buffer, buffer-alloc, buffer-alloc-unsafe, buffer-crc32, buffer-fill, buffer-from, buffer-to-vinyl, camelcase, capture-stack-trace, caw, chalk, charm, chokidar, classnames, cliui, clone, clone-stats, code-point-at, commander, concat-map, concat-stream, config-chain, convert-source-map, core-js, core-util-is, create-error-class, csstype, debug, decamelize, decompress, decompress-tar, decompress-tarbz2, decompress-targz, decompress-unzip, detect-indent, dom-helpers, download, duplexer2, duplexer3, duplexify, end-of-stream, escape-string-regexp, esutils, expand-brackets, expand-range, extend, extend-shallow, extglob, fd-slicer, file-exists, file-type, filename-regexp, filename-reserved-regex, filenamify, fill-range, findinnw, first-chunk-stream, for-in, for-own, fs-constants, fs-readdir-recursive, fs.realpath, get-proxy, get-stdin, get-stream, glob, glob-base, glob-parent, glob-stream, globals, got, graceful-fs, graceful-readlink, gulp-sourcemaps, has-ansi, has-symbol-support-x, has-to-string-tag-x, home-or-tmp, ieee754, inflight, inherits, ini, invariant, invert-kv, is-absolute, is-binary-path, is-buffer, is-bzip2, is-dotfile, is-equal-shallow, is-extendable, is-extglob, is-finite, is-fullwidth-code-point, is-glob, is-gzip, is-natural-number, is-number, is-object, is-posix-bracket, is-primitive, is-redirect, is-relative, is-retry-allowed, is-stream, is-tar, is-utf8, is-valid-glob, is-zip, isarray, isobject, isurl, js-tokens, jsc, json-stable-stringify, json5, jsonify, kind-of, lazystream, lcid, lodash, lodash.isequal, loose-envify, lowercase-keys, make-dir, math-random, merge, merge-stream, micromatch, minimatch, minimalist, mkdirp, ms, multimeter, normalize-path, npm-conf, number-is-nan, nw, object-assign, object.omit, once, ordered-read-streams, os-homedir, os-locale, os-tmpdir, output-file-sync, parse-glob, path-dirname, path-is-absolute, pend, pify, pinkie, pinkie-promise, prepend-http, preserve, private, process-nexttick-args, prop-types, proto-list, randomatic, react-bootstrap-table-next, react-idle, react-is, react-transition-group, read-all-stream, readable-stream, readdirp, regenerate, regenerator-runtime, regenerator-transform, regex-cache, regexpu-core, regjs, regjsparser, remove-trailing-separator, repeat-element, repeat-string, repeating, replace-ext, rimraf, safe-buffer, seek-bzip, semver, set-immediate-shim, slash, source-map, source-map-support, stat-mode, stream-combiner2, stream-shift, string-width, string_decoder, strip-ansi, strip-bom, strip-bom-stream, strip-dirs, strip-outer, sum-up, supports-color, tar-stream, through, through2, through2-filter, timed-out, to-absolute-glob, to-buffer, to-fast-properties, trim-repeated, trim-right, tunnel-agent, typedarray, unzip2-stream, underscore, unique-stream, unzip-response, url-parse-lax, url-to-options, user-home, util-deprecate, uuid, v8flags, vali-date, vinyl, vinyl-assign, vinyl-fs, window-size, wrap-ansi, wrappy, xtend, y18n, yargs, yauzl