

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TutorMe, LLC		05/23/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zorro Holdco, LLC		
Street Address:	2030 East Maple Avenue		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5635852	TUTORME	
Registration Number:	5209960	TUTORME	
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:	212-479-6363		
Email:	trademarks@cooley.com		
Correspondent Name:	John Paul Oleksiuk		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	07/08/2022		
Total Attachments: 5			
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source=Zorro - Assignment of Intellectual Property (Executed)_Redacted (002)#page2.tif			
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into as of May 23, 2022 (the “**Effective Date**”) by and among TutorMe, LLC, a California limited liability company and a wholly-owned subsidiary of Parent (“**Assignor**”), and Zorro Holdco, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.”

WHEREAS, [Zorro] Inc, a Delaware corporation, Liminex, Inc., a Delaware corporation, Assignor and Assignee have entered into the Asset Purchase Agreement, dated May 23, 2022 (the “**Purchase Agreement**”); and

WHEREAS, in connection with the Purchase Agreement, the parties to the Purchase Agreement desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the trademarks and trademark applications (together with all goodwill associated therewith and symbolized thereby in each case), copyrights and copyright applications, domain names and social media accounts set forth on Attachment A attached hereto (the “**Assigned IP**”); and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Assigned IP, and Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Parties therefore agree as follows:

1. **Transfer of Assigned IP.** Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all right, title and interest in and to the Assigned IP; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to the Assignor with respect to any of the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (d) all other rights, privileges and protections accruing under any of the foregoing. The foregoing conveyance under this Agreement includes all rights of paternity, attribution, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, “**Moral Rights**”). To the extent Moral Rights cannot be transferred or assigned under applicable law, Assignors hereby waive all Moral Rights with respect to all copyrights and copyrightable works included in the Assigned IP, and all uses thereof, and consents to any action of Assignee that would violate such Moral Rights in the absence of such waiver or consent.

2. **Proxy Service and Electronic Transfer for Domain Names.** Assignor hereby authorizes and requests, or will cause any proxy service that registered any of the assigned domain names on Assignor’s behalf to authorize or request, the applicable registration authority to transfer the assigned domain names from Assignor or such proxy service, as the case may be, to Assignee.

Assignor agrees to cooperate with Assignee to initiate and complete the transfer process in relation to the assigned domain names electronically from Assignor's account to Assignee's account and servers.

3. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office, the Commissioner for Copyrights of the United States Copyright Office and any other government authority to record and register this Assignment upon request by Assignee. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of patent, trademark, copyright or other intellectual property registrations or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

4. Entire Agreement. This Assignment, together with the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the Assigned IP from Assignor to Assignee, and supersedes all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

6. Governing Law. This Assignment is governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of laws rules.

7. Consent to Jurisdiction. Each of the Parties (i) irrevocably consents to the service of the summons and complaint and any other process (whether inside or outside the territorial jurisdiction of the Court of Chancery of the State of Delaware and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware does not have subject matter jurisdiction, the United States District Court for the District of Delaware or, if jurisdiction is not then available in the United States District Court for the District of Delaware, then any Delaware state court) (together, the "**Chosen Courts**") in any legal proceeding relating to this Assignment, for and on behalf of itself or any of its properties or assets, in such manner as may be permitted by applicable law or the Purchase Agreement, but nothing in this Section 7 will affect the right of any Party to serve legal process in any other manner permitted by applicable law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any legal proceeding to the exclusive general jurisdiction of the Chosen Courts in the event that any dispute or controversy arises out of this Assignment; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any Chosen Court; (iv) agrees that any legal proceeding arising in connection with this Assignment will be brought, tried and determined only in the Chosen Courts; (v) waives any objection that it

Signature Page to Assignment of Intellectual Property

TRADEMARK
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may now or hereafter have to the venue of any such legal proceeding in the Chosen Courts or that such legal proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any legal proceeding relating to this Assignment in any court other than the Chosen Courts. Each of Assignor and Assignee agrees that a final judgment in any legal proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

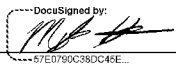
8. Counterparts. This Assignment and any amendments to this Assignment may be executed in one or more textually identical counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by .pdf, .tif, .gif, .jpg or similar attachment to electronic mail or through an electronic signature service (any such delivery, an "Electronic Delivery"), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version delivered in person. No Party may raise the use of Electronic Delivery to deliver a signature, or the fact that any signature, agreement, or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense.

9. Purchase Agreement Shall Control. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Signature Page Follows Immediately]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized this 23rd day of May, 2022.

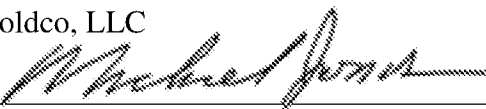
ASSIGNOR: TutorMe, LLC

By:  _____
DocuSigned by:
57E0760C38DC45E...

Name: Myles Hunter

Title: Chief Executive Officer

ASSIGNEE: Zorro Holdco, LLC

By:  _____

Name: Michael Jonas

Title: Chief Financial Officer

Attachment A

Trademark Registrations and Applications

Mark	Reg. No./App. No.
TUTORME	5635852/87651566
TutorMe 	5209960/86681003

Copyright Registrations

Title	Reg. No.
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Domain Names

Name	Registrar
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Social Media Accounts

Platform	Link
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]