

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM756190

<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>
Ingage, Inc.		06/13/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Partners in Leadership, LLC		
<b>Street Address:</b>	27555 Ynez Road, Suite 200		
<b>City:</b>	Temecula		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92591		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6456995	THE CULTURE EQUATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9497609502		
<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>	9497600404		
<b>Email:</b>	efiling@knobbe.com		
<b>Correspondent Name:</b>	Knobbe Martens Olson & Bear		
<b>Address Line 1:</b>	2040 Main Street, 14th floor		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92614		
<b>NAME OF SUBMITTER:</b>	Jeff Van Hoosear		
<b>SIGNATURE:</b>	/JVH/		
<b>DATE SIGNED:</b>	09/19/2022		
<b>Total Attachments: 9</b>			
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## TRADEMARK PURCHASE AGREEMENT

This TRADEMARK PURCHASE AGREEMENT (“**Agreement**”) is made as of this 13 day of June 2022, by and among Ingage, Inc. (“**Seller**”), a California corporation, Partners in Leadership, LLC, a California limited liability company (“**Buyer**”), and Jessica Kriegel (“**Owner**”).

WHEREAS, Seller is the owner of the trademark “THE CULTURE EQUATION,” including, but not limited to all common law rights related thereto (the “**Trademark**”), and the United States federal trademark registration set forth on Schedule A hereto (the “**Trademark Registration**”);

WHEREAS, Buyer is desirous of acquiring, and Seller wishes to assign to Buyer, any and all rights that Seller may have in and to the Trademark and the Trademark Registration, together with all common law rights related thereto, with the goodwill of the business symbolized by the Trademark, along with the right to recover for damages and profits for past, present and future infringements thereof; and

WHEREAS, Owner owns all of the issued and outstanding stock of Seller.

**NOW THEREFORE**, the parties agree as follows:

1. **Sale and Purchase.** In exchange for Buyer’s payment of Three Hundred Thousand Dollars (\$300,000) to Seller, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (collectively, the “**Purchased Assets**”):
  - a. the Trademark, the Trademark Registration, all common law rights related thereto, all issuances, extensions, and renewals thereof, and all goodwill of the business symbolized thereby;
  - b. all rights of any kind whatsoever of the Seller accruing under 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 any and all of the foregoing; and
  - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement and/or a short-form Trademark Purchase Agreement in the form attached hereto as Schedule B and authorizes Buyer to file with such Commissioner, through the online TEAS system or otherwise, any and all forms and documents necessary to

record such agreements. Following the date hereof, Seller and Owner shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to the Buyer, or any assignee or successor thereto.

3. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

a. Seller is a corporation duly incorporated, validly existing and in good standing under the laws of the State of California and has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Owner has full capacity and power to execute and deliver this Agreement and to perform her obligations hereunder. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all necessary action on the part of the Seller.

b. This Agreement has been duly and validly executed and delivered by the Seller and the Owner and constitutes valid and legally binding obligations of the Seller and the Owner, enforceable against the Seller and the Owner in accordance with its terms.

c. Seller's and Owner's execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby do not (i) conflict with or result in a breach of any of the provisions of Seller's organizational documents; (ii) give any governmental authority or other person or entity ("**Person**") the right to challenge the transactions contemplated hereby or to exercise any remedy or obtain any relief under any law or governmental order which affects or binds the Seller, the Owner or any of their respective properties; (iii) result in a breach of, constitute a default under or give rise to a right of termination or acceleration under any agreement to which the Seller or the Owner is a party; or (iv) require the Seller or the Owner to obtain the approval, consent or authorization of, or to make any declaration, filing or registration with, any governmental authority or other Person.

d. The Seller is the sole and exclusive legal and beneficial, and with respect to the Trademark Registration, record, owner of all right, title, and interest in and to, and has good and marketable title to, all of the Purchased Assets, free and clear of any pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind or other encumbrance.

e. All necessary registration, maintenance and renewal fees for the Trademark Registration have been paid and all necessary documents, recordation's and certificates in connection with the Trademark Registration have been filed with the United States Patent and Trademark Office for the purposes of maintaining or perfecting the Trademark Registration. The Trademark Registration is in good standing, subsisting, valid and enforceable, and in full force and effect. There are no actions that must be taken or payments that must be made by the Seller within one hundred and eighty (180) days following the date hereof that, if not taken, will adversely affect the Trademark Registration. The Trademark Registration has been duly applied for and registered in accordance with applicable laws.

f. Seller's use of the Purchased Assets has not infringed, misappropriated, or otherwise violated, and does not infringe, misappropriate, or otherwise violate, the intellectual property or other rights of any Person. No Person has infringed, misappropriated, or otherwise violated any of the Seller's rights in the Purchased Assets.

g. Neither the Seller nor the Owner has entered into, or is a party to, any agreement, written or oral, that grants to any Person any rights in or to any of the Purchased Assets.

h. There is no action or proceeding (including any opposition, cancellation, revocation, review, or other proceeding), whether settled, pending, or threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, or other violation by the Seller of the intellectual property of any Person; (ii) challenging the validity, enforceability, registrability, or ownership of any of the Purchased Assets or the Seller's right, title, or interest in or to any of the Purchased Assets; or (iii) by the Seller or the Owner alleging any infringement, misappropriation, or other violation by any Person of any of the Purchased Assets, and neither the Seller nor the Owner is aware of any facts or circumstances that could reasonably be expected to give rise to any such action or proceeding.

4. **Indemnification.** Each of Seller and Owner, jointly and severally, shall (a) indemnify and defend each of Buyer, its affiliates and their respective directors, managers, officers, employees, consultants, counsel, accountants and other agents (collectively, the "**Buyer Indemnified Parties**") against, (b) hold each of them harmless from and against, and (c) pay and reimburse each of them for, any and all loss, liability, cost or expense (including attorneys' fees and expenses) incurred or sustained by, or imposed upon, any of the Buyer Indemnified Parties resulting from, based upon, arising out of, with respect to, or by reason of (x) any inaccuracy in or breach of any representation or warranty set forth in Section 3, (y) any breach or non-fulfillment of any covenant, agreement or obligation made or to be performed by the Seller or the Owner pursuant to this Agreement, or (z) the use of the Purchased Assets prior to the date of this Agreement.
5. **Survival.** All representations, warranties and covenants made in this Agreement shall survive the execution and delivery of this Agreement.
6. **Governing Law; Venue and Waiver of Jury Trial.**

a. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

b. ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF CALIFORNIA IN EACH CASE LOCATED IN THE CITY OF RIVERSIDE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN 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.

c. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

7. **Notices.** All notices, requests, consents and other communications hereunder (each, a “**Notice**”) shall be in writing and shall be deemed to have been given: (a) if mailed, two (2) business days after such Notice is sent, when sent via prepaid certified mail to the address listed below for the party to whom the Notice is being sent (the “**Notice Party**”); (b) if hand delivered or delivered by courier, upon actual delivery of such Notice to the Notice Party at the address listed below for such Notice Party; or (c) if sent by email, on the date sent by email of a PDF document (with confirmation of transmission), provided that by no later than two (2) days thereafter such notice is confirmed by the receipt of a notification that such email has been received and read by the recipient (including without limitation, a read receipt) or such notice is also sent via a method in Section 7(a) or 7(b). The addresses and email addresses for each party to this Agreement, as of the date hereof, are:

If to Seller or Owner:

Jessica Kriegel  
4540 Arden Way

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Sacramento, CA 95864

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Email: jessica@jessicakriegel.com

If to Buyer:

27555 Ynez Road, Suite 200  
Temecula, CA 92591  
Attn: Chief Executive Officer  
Email: joe.terry@culture.io

8. **Entire Agreement; Amendment and Waiver.** This Agreement (including the Schedules hereto) contains the entire understanding of the parties hereto with regard to the subject matter contained in this Agreement and supersedes all prior agreements or understandings of the parties. The parties may amend, modify and supplement this

Agreement only by a written agreement. The failure of any party to this Agreement to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

9. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original counterpart, and all of which shall be considered to be but one agreement and shall become a binding agreement when each party shall have executed one counterpart and delivered it to the other parties hereto. A signature affixed to a counterpart of this Agreement and delivered by electronic mail by any Person is intended to be its, his or her signature and shall be valid, binding and enforceable against the party on whose behalf it has been affixed.
10. **Successors and Assigns.** This Agreement may not be assigned by any party hereto without the written consent of the other parties, except that the Buyer shall be permitted to assign, in whole or in part, this Agreement and its rights hereunder: (a) as security to one or more lenders or purchasers of debt securities; and (b) to any Person that acquires, directly or indirectly the business, assets or securities of the Buyer. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller, Owner and Buyer have duly executed and delivered this Agreement as of the date first written above.

**Ingage, Inc.**

DocuSigned by:

By: Jessica Kriegel  
Name: Jessica Kriegel  
Title: CEO

DocuSigned by:

Jessica Kriegel  
Jessica Kriegel, individually

**Partners in Leadership, LLC**

DocuSigned by:

By: Stephen Wright  
Name: Stephen Wright  
Title: EVP of Finance



**Schedule A**

**TRADEMARK REGISTRATION**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>
THE CULTURE EQUATION	United States	6,456,995

## Schedule B

### TRADEMARK PURCHASE AGREEMENT

This Trademark Purchase Agreement (this "**Agreement**") is by and between Ingage, Inc, a California corporation ("**Seller**"), and Partners in Leadership, a California limited liability company ("**Buyer**").

WHEREAS, Seller is the owner of the trademark "THE CULTURE EQUATION," including, but not limited to all common law rights related thereto (the "**Trademark**"), and the United States federal trademark registration set forth on Schedule A hereto (the "**Trademark Registration**");

WHEREAS, Buyer is desirous of acquiring, and Seller wishes to assign to Buyer, any and all rights that Seller may have in and to the Trademark and the Trademark Registration, together with all common law rights related thereto, with the goodwill of the business symbolized by the Trademark, along with the right to recover for damages and profits for past, present and future infringements thereof; and

**NOW THEREFORE**, the parties agree as follows:

1. **Sale and Purchase.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (collectively, the "**Purchased Assets**"):
  - a. the Trademark, the Trademark Registration, all common law rights related thereto, all issuances, extensions, and renewals thereof, and all goodwill of the business symbolized thereby;
  - b. all rights of any kind whatsoever of the Seller accruing under 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 any and all of the foregoing; and
  - d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, 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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement and authorizes Buyer to file with such Commissioner, through the online TEAS system or otherwise, any and all forms and documents necessary to record this Agreement. Following the date hereof, Seller and Owner shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors,

assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to the Buyer, or any assignee or successor thereto.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement as of the date first written above.

**Ingage, Inc.**

DocuSigned by:

By: Jessica Kriegel

Name: 878EAF58661A7432 Jessica Kriegel

Title: CEO

**Partners in Leadership, LLC**

DocuSigned by:

By: Stephen Wright

Name: 60D9804F6A38477 Stephen Wright

Title: EVP of Finance