

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM758013

<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>
Solo Insurance Services, Inc.		09/23/2022	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Daniel McMullen		
<b>Street Address:</b>	1014 Evergreen Creek Court		
<b>City:</b>	St. Charles		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63304		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>Name:</b>	Beverly McMullen		
<b>Street Address:</b>	1014 Evergreen Creek Court		
<b>City:</b>	St. Charles		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63304		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3958218	CLICK-IT INSURANCE SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8883919411		
<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>	888-519-2215		
<b>Email:</b>	Matt@BiStateLaw.com		
<b>Correspondent Name:</b>	Matthew Nagel		
<b>Address Line 1:</b>	1795 Clarkson Road, Suite 240		
<b>Address Line 4:</b>	Chesterfield, MISSOURI 63017		
<b>NAME OF SUBMITTER:</b>	Matthew T. Nagel		
<b>SIGNATURE:</b>	/Matthew T. Nagel/		
<b>DATE SIGNED:</b>	09/28/2022		

OP \$40.00 3958218

**Total Attachments: 4**

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## TRANSFER OF INTELLECTUAL PROPERTY AGREEMENT

This TRANSFER OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), dated this 22nd day of September, 2022 (the "Effective Date"), is by and between Solo Insurance Services, Inc. a corporation organized and existing under Missouri law ("Seller") and Daniel McMullen and Beverly McMullen, a married couple (collectively the "Buyer").

### RECITALS

A. Seller, to its knowledge and belief as of the Effective Date, represents that it is the owner of the intellectual property described herein, with no other individual or entity asserting a claim on the same, other than Buyer, who purports to have an interest in the same intellectual property through the work made for hire doctrine.

B. Buyer desires to acquire the intellectual property and related assets of Seller on the terms and subject to the conditions set forth in this Agreement and resolve any dispute or confusion as to the ownership of the same intellectual property.

NOW, THEREFORE, in consideration of the good and valuable consideration as embodied within the premises and the mutual covenants and agreements set forth below, which the parties hereby acknowledge and accept as valid and legal consideration to enter into this Agreement, the parties hereto do hereby covenant and agree as follows:

### ACQUISITION OF ASSETS

**1.1 Purchase of the Acquired Assets.** Subject to the terms and conditions set forth in this Agreement, Seller hereby sells, conveys, transfers, assigns, delivers to Buyer, and Buyer hereby purchases, acquires, and accepts from Seller, all right, title and interest in the assets, an example of which is attached hereto as Exhibit A, and the associated Acquired Assets (as defined below). Seller hereby releases all legal claim to the Acquired Assets, except for the ability to display the Acquired Assets as part of a portfolio of completed works or past jobs.

The "Acquired Assets" means all, trademarks, trade names, copyrights and any renewal rights therefore (including but not limited to any Derivative Work (as defined below), schematics, technology, trade secrets, moral rights, business models, goodwill and all existing inventory consisting of printed material and/or electronic data or files in their native format containing the acquired intellectual property described above and shown on Exhibit A, as well as any potential liabilities stemming from or arising from the ownership and/or use of the Acquired Assets.

For purposes of this Section 1.1, "Derivative Work" means any translation (including any translation into computer languages), transmission, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which the Acquired Assets have been recast, transformed, or adapted.

**1.2 Payment.** Buyer shall pay **ONE HUNDRED DOLLARS AND NO CENTS (\$100.00)** in United States currency to Seller contemporaneously with the execution of this Agreement.

**1.3** Through the purchase and transfer outlined herein, Seller explicitly assigns the trademark shown on Exhibit A, including all rights therein including goodwill, to Buyer. Upon execution of this Agreement, Buyer may file the appropriate documentation with the United States Patent and Trademark Office to effectuate the legal transfer of the trademark.

### REPRESENTATIONS AND WARRANTIES

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

**2.1.1 Compliance with Laws and Other Instruments.** Neither the execution and delivery of this Agreement by Seller nor the performance by Seller of his obligations under this Agreement will violate any provision of law or constitute a breach of any of the terms or conditions of any agreement, license, or other instrument of any kind of which Seller is a party or by which Seller or any Acquired Asset is bound or affected.

### 2.1.2 Intellectual Property.

(a) The Acquired Assets, with Seller's knowledge and belief as of the Effective Date, (i) were created, with the exception of information within the public domain, solely by Seller, (ii) are original works of authorship of Seller and no third party, and (iii) consist solely of items and rights, which are either owned by Seller or in the public domain. To his knowledge and belief as of the Effective Date, Seller has exclusive ownership rights in the Acquired Assets, and is able to transfer all such rights to Buyer as of the Effective Date.

(b) To Seller's knowledge and belief as of the Effective Date, the use, distribution, licensing, sublicensing, sale, or any other exercise of rights in any of the Acquired Assets as now used does not infringe on any copyright, trade secret, trademark, service mark, trade name, firm name, logo, trade dress, mask work, moral rights of any third party, and no claims (i) challenging the validity, effectiveness, or ownership by Seller of the Acquired Assets, or (ii) to the effect that the use, distribution, licensing, sublicensing, sale or any other exercise of rights in the Acquired Assets as now used infringes on any intellectual property or other proprietary right of any third party have been asserted or, to the best knowledge and belief of Seller as of the Effective Date, are threatened by any third party nor are there any valid grounds for any bona fide claim of any such kind. To Seller's knowledge and belief as of the Effective Date, there is no unauthorized use, infringement or misappropriation of the Acquired Assets by any third party, employee or former employee.

## INDEMNIFICATION

3 Indemnification of Seller Relating to Agreement. From and after the Effective Date except as otherwise provided or limited under this Article, Seller agrees to indemnify and hold Buyer harmless from and against, and to reimburse Buyer with respect to, any and all losses, damages, liabilities, disputes, claims, judgments, settlements, fines, costs, and expenses incurred by Buyer in connection for any claim by a third party related to the intellectual property and the Acquired Assets transferred by this Agreement.

## MISCELLANEOUS

4.1 Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the parties relating to the subject matter of this Agreement and supersedes all prior agreements, negotiations, correspondence, undertakings, and communications of the parties, whether oral or written, respecting that subject matter.

4.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri and each of the parties hereto irrevocably consent to jurisdiction and venue in the state courts in the County of St. Louis, Missouri.

4.3 Notices. Unless provided otherwise in this Agreement, all notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing in the English language and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) sent by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice to such addresses which is designated by the parties in Exhibit B attached hereto.

4.4 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining covenants and restrictions or portions thereof shall remain in full force and effect, and if the invalidity or unenforceability is due to the unreasonableness of time or geographical restrictions, such covenants and restrictions shall be effective for such period of time and for such area as may be determined to be reasonable by a court of competent jurisdiction.

4.5 Survival of Representations and Warranties. All representations and warranties contained in this Agreement, including the exhibits delivered pursuant to this Agreement, shall survive for a period of five (5) years after the Effective Date.

4.6 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

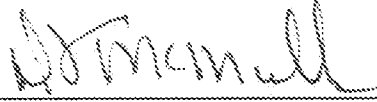
4.7 No Waiver. Any waiver by either party of any right or remedy hereunder shall be valid only if set forth in an instrument in writing signed on behalf of such party. Each of the rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available in law or equity.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement as of the Effective Date.

Solo Insurance Services, Inc. (SELLER)

Daniel McMullen (BUYER)

 McMullen President




By Daniel McMullen

Date: 9.23.22

Date: 9.23.22

Beverly McMullen (BUYER)



Date: 9.23.22

EXHIBIT A

Trademark for CLICK-IT INSURANCE SERVICES

U.S. Serial Number: 77552996

U.S. Registration Number: 3958218