

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HTW, INC.		12/27/2022	Corporation: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	ENCORE ACQUISITION II CORP.		
Street Address:	c/o Hammond, Kennedy, Whitney & Company, Inc.		
Internal Address:	8888 Keystone Crossing, Suite 600		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46240		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6134248	WE DELIVER HOSPITALITY	
CORRESPONDENCE DATA			
Fax Number:	3177133699		
<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:	3177133412		
Email:	twagner@taftlaw.com		
Correspondent Name:	Tiffini Wagner		
Address Line 1:	One Indiana Square		
Address Line 2:	Suite 3500		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Tiffini Wagner		
SIGNATURE:	/ Tiffini Wagner /		
DATE SIGNED:	12/29/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made as of December 27, 2022 (the “**Effective Date**”), by and between HTW, Inc., a Rhode Island corporation (“**Seller**”), and Encore Acquisition II Corp., an Indiana corporation (“**Buyer**”).

WHEREAS, Seller, Buyer, Jason Arabian, a resident of the State of Rhode Island, and Encore TopCo, LLC, a Delaware limited liability company, are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably assigns, grants, conveys and transfers to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (collectively, the “**Intellectual Property**”):

(a) all trademarks, including the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, any and all of the foregoing;

(b) all copyrights, including the copyright registrations and applications set forth on **Schedule 2** hereto and all renewals thereof;

(c) all of the Intellectual Property Assets listed on **Schedule 3** hereto;

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) 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. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is

made for a further statement of the rights and obligations of Seller and Buyer with respect to the Intellectual Property. 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 therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Recordation and Further Actions. Seller does hereby irrevocably appoint Buyer and its successors and assigns as Seller's true and lawful attorney in fact, and hereby authorizes Buyer to: (a) execute on behalf of Seller all instruments, documents, and the like to transfer the Intellectual Property to Buyer and its successors and assigns; and (b) do all acts and things necessary or expedient in furtherance of such purpose. Such power of attorney being coupled with an interest shall be irrevocable. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Seller further covenants that from time to time after the Effective Date, Seller will do such further acts and execute and deliver such further documents regarding its obligations hereunder as may be required for the purpose of accomplishing this Assignment. Without limitation of the foregoing, within a reasonable time after the Effective Date of this Assignment, Seller shall take all steps reasonably required by the current procedures promulgated by the registrar(s) of all domain names included in the Intellectual Property to transfer such domain names to Buyer, including without limitation removing any locks or transfer prohibitions from the domain names and completing any forms required to effect the transfer of the domain names to Buyer.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed 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.

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

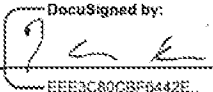
6. Governing Law. This Assignment and any claim, controversy or dispute arising under or related to this Assignment or the relationship of the parties shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. Each party agrees that any claim, controversy or dispute arising under or related to this Assignment shall be subject to and resolved in accordance with the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

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

BUYER:

Encore Acquisition II Corp.

By:  _____
The signature block contains a DocuSign verification box with the text "DocuSigned by:" at the top, a handwritten signature "Daniel Kim" in the middle, and a long alphanumeric hash "EEEE3C80CBF6442E..." at the bottom.

Name: Daniel Kim

Its: President

SELLER:

HTW, Inc.

By: DocuSigned by:
Jason Arabian
B18DCE5D9273A02... _____

Name: Jason Arabian _____

Its: President _____

[Signature Page to Intellectual Property Assignment]

SCHEDULE 1

TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Owner</u>
WE DELIVER HOSPITALITY	United States	88611328	6134248	10-Sept-2019	25-Aug-2020	HTW, Inc.

SCHEDULE 2
COPYRIGHTS

None.

SCHEDULE 3

INTELLECTUAL PROPERTY ASSETS

1. All fictitious names and trade names used in connection with the Business, including, but not limited to:
 - a. CMIT Solutions of Central Rhode Island
 - b. CMIT Solutions of Central RI (not filed with RI Secretary of State)
 - c. CCS Computing and Technology
 - d. CMIT Solutions of San Diego South
 - e. CMIT of San Diego South
2. All research and development, designs, prototypes, drawings and plans.
3. All logos, images, pictures, videos, web files, marketing materials and marketing accounts.
4. All social media accounts and platform assets used in connection with the Business held or registered in the name of Seller, including, without limitation, Instagram, Twitter, Facebook, LinkedIn, Tumblr, Pinterest, YouTube and Shopify.