

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LTAS Technologies Inc.		11/03/2022	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Avenu STR IP LLC		
Street Address:	5860 Trinity Parkway, Suite 120		
City:	Centerville		
State/Country:	VIRGINIA		
Postal Code:	20120		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5078689	HARMARI	
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>			
Email:	barkuss@beckerlg.com		
Correspondent Name:	Brett Arkuss		
Address Line 1:	71 Vassar Avenue		
Address Line 4:	Providence, RHODE ISLAND 02906		
NAME OF SUBMITTER:	Brett Arkuss		
SIGNATURE:	/Brett Arkuss/		
DATE SIGNED:	01/18/2023		
Total Attachments: 6			
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OP \$40.00 5078689

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of November 3, 2022, is made by and among LTAS Technologies Inc., a Corporation organized under the laws of the Province of Ontario (“**LTAS**”), Compliance Integrations LLC, a New York limited liability company (“**Compliance**,” and together with LTAS, the “**Company**”), Allen Atamer, an individual resident of Canada (“**Atamer**”), (iv) Sonia Simon, an individual resident of Canada (“**Simon**,” and together with Atamer, the “**Owners**,” and the Owners, collectively with the Companies, “**Sellers**,” and each a “**Seller**”), (v) Avenu STR IP LLC, a Delaware limited liability company (“**US Buyer**”) and (vi) Avenu STR Inc., a corporation organized under the laws of the Province of Ontario (“**Canadian Buyer**,” and together with US Buyer, “**Buyer**”).

Sellers and Buyer have entered into that certain Asset Purchase Agreement, dated as of the date hereof (as it may be amended, restated or otherwise modified, the “**Purchase Agreement**”). Unless defined herein, capitalized terms used in this IP Assignment shall have the meanings given to them in the Purchase Agreement. Under the Purchase Agreement, the Company is to sell and US Buyer is to purchase, among other assets, all Seller Intellectual Property.

The Company desires to transfer and assign to US Buyer, and US Buyer desires to accept the transfer and assignment of, all of the Company’s right, title and interest in, to, and under the Seller Intellectual Property, listed in Schedule A (the “**Assigned IP**”).

The Company therefore agrees as follows:

1. Assignment. In consideration of the premises and agreements contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective on the Closing Date, the Company irrevocably conveys, transfers and assigns to US Buyer all of the Company’s right, title and interest in and to the following:

- (a) in, to and under the Assigned IP, together with the goodwill of the Business associated therewith and which is symbolized thereby;
- (b) all rights of the Company accruing under the Assigned IP;
- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned IP; and
- (d) any and all claims and causes of action with respect to the Assigned IP, 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.

It is the purpose of this IP Assignment and intent of the parties that all intellectual property rights of any nature in connection with such Assigned IP, that the Company may have be transferred by the Company to US Buyer. Nothing herein contained shall be deemed to sell, transfer, grant, convey, deliver, or assign any Excluded Liabilities to Buyer.

2. Recordation and Further Actions. The Company hereby authorizes (i) the

Commissioner for Trademarks in the United States Patent and Trademark Office and (ii) the Registrar of Trademarks in the Canadian Intellectual Property Office to record and register this IP Assignment upon request by US Buyer. Following the date hereof, upon US Buyer's reasonable request, the Company shall take such steps and actions, and provide such cooperation and assistance to US Buyer and its successors, assigns, and legal representatives (including, without limitation, the execution and delivery of any affidavits, declarations, filings, oaths, exhibits, assignments, powers of attorney, or other documents) as may be reasonably necessary to more fully and effectively effectuate the purposes of this IP Assignment.

3. Terms of Asset Purchase Agreement. The terms of the Purchase Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that 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. Nothing contained in this IP Assignment shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants or warranties of Buyer and Sellers contained in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this IP Assignment and the Agreement, the terms of the Purchase Agreement shall govern.

4. Assignability. This IP Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without regard to any choice or conflict of law provision or rule, whether of the State of Delaware or any other jurisdiction.

6. Headings. The headings of this IP Assignment are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

7. Severability. Whenever possible, each provision or portion of any provision of this IP Assignment shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but if any provision or portion of any provision of this IP Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Legal Requirements or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this IP Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

8. Counterparts. This IP Assignment may be executed in one or more counterparts, each one of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

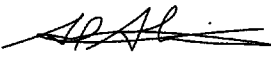
9. Execution. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature Page Follows]

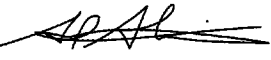
IN WITNESS WHEREOF, each of the undersigned has executed and delivered this IP Assignment as of the date first written above.

COMPANY:

LTAS TECHNOLOGIES INC.

By: 
Name: Allen Atamer
Title: CEO

COMPLIANCE INTEGRATIONS LLC

By: 
Name: Allen Atamer
Title: Member

US BUYER:

AVENU STR IP LLC

By: _____
Name: Paul Colangelo
Title: CEO

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

COMPANY:

LTAS TECHNOLOGIES INC.

By: _____

Name: Allen Atamer

Title: CEO

COMPLIANCE INTEGRATIONS LLC

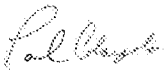
By: _____

Name: Allen Atamer

Title: Member

US BUYER:

AVENU STRIP LLC

By:  _____

Name: Paul Colangelo

Title: CEO

Schedule A
SELLER INTELLECTUAL PROPERTY

Item	Description
US patent	Application #: 17/839,805 Filing date: June 14, 2022 SYSTEM AND METHOD FOR IDENTIFYING A SHORT TERM RENTAL LOCATION USING MACHINE LEARNING ON IMAGES” filed June 2022
Canadian Patent	Application #: CA 3,162,875 Filing Date: 13 JUNE 2022 SYSTEM AND METHOD FOR IDENTIFYING A SHORT TERM RENTAL LOCATION USING MACHINE LEARNING ON IMAGES” filed June 2022
Contracts and POs	See Schedule 3.08 for Material Contracts
Taxcrawler crawlers	legacy crawlers for ebay, angleslist, etc reporting modules for above crawlers skycrawler satellite view analytics and reporting various other prototypes
Harmari.com domain name & SSL Wildcard Certificate	Registered with Godaddy
US registered trademark	5078689
Canadian registered trademark	TMA947609
Harmari logo(s)	Main red/blue H, various other teardrop logos of 3 sub products (STR, LTR, HEA)
Harmari Search GUI	Graphical User Interface to access online marketplace archive investigative search tool for law enforcement and DMV
Harmari Search API	API to access online marketplace archive investigative search tool for law enforcement and DMV
Harmari Search crawlers	Crawlers to collect ads from Craigslist, Offerup, Autotrader
Harmari STR	STR compliance; editing Case History
Harmari LTR Crawler	Long term rental website crawler for Apartments.com
Harmari STR Daily Status	STR project tracking, assigning JA work
Harmari STR Incidents	tip form, tracking nuisance complaints, tracking call center complaints
Harmari STR Registration	STR registration portal allowing citizens to register and renew their STR permit
Harmari STR Tax	STR tax collection to allow citizens to file and remit lodging taxes to the government
Harmari LTR Registration Portal	Long term rental registration portal for landlords to register with the government
Harmari.com Website content	Harmari Blog posts

Harmari.com/harmaristr Website content	Harmari STR-targeted Blog posts
Business Names	<ul style="list-style-type: none"> • Harmari • Harmari STR • Harmari Short Term Rental Compliance • Harmari LTR • Harmari Long Term Rental Compliance • Taxcrawler • Skycrawler • Harmari Homestead Exemption Analysis • Harmari HEA
Web App and Network Penetration Test Report	Parabellyx Security Consultant reported between March to August 2021
Paypal API connection key	ability to connect to Paypal payment gateway
Bambora API connection key	ability to connect to Bambora payment gateway
RFP templates, Powepoint, customer reference stories, various marketing flyer, business plans, strategy documents	Word, PDF, PPTX, XLSX, etc. available on Dropbox or Sync or Slack
Contact list	available on Campaignmonitor.com
CRM contacts/deals/organizations	available on Pipedrive.com
Marketing videos	available on youtube