

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM790529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enmotus, Inc.		05/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Insolvency Services Group, Inc.		
Street Address:	900 Glenneyre		
Internal Address:	Suite 944B		
City:	Laguna Beach		
State/Country:	CALIFORNIA		
Postal Code:	92651		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88847071	FUZEDRIVE	
Registration Number:	6338027	ENMOTUS	
CORRESPONDENCE DATA			
Fax Number:	4085121911		
<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:	4085121907		
Email:	efs@perspectiveslaw.com		
Correspondent Name:	Perspectives Law Group, Corp.		
Address Line 1:	3150 De La Cruz Blvd.		
Address Line 2:	SUITE 206		
Address Line 4:	Santa Clara, CALIFORNIA 95054		
NAME OF SUBMITTER:	Ji W. Kim		
SIGNATURE:	/Ji W. Kim/		
DATE SIGNED:	02/28/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), dated as of May 14, 2022 (the "Effective Date"), is entered into by and between Enmotus, Inc., a Delaware corporation ("Assignor"), and Insolvency Services Group, Inc., a California corporation ("Assignee"). Assignor and Assignee are individually referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Assignor is the owner of the trademarks (the "Marks") listed in Exhibit "A."

WHEREAS, Assignor wishes to transfer, convey, assign, and deliver to Assignee, and Assignee desires to accept and assume, all title, rights, and interests of all of the Marks.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the covenants as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Transfer of Marks. Assignor hereby irrevocably transfers, conveys, assigns and delivers to Assignee, its successors and assigns, all of Assignor's right, title, and interest in the Marks and all rights claims and privileges pertaining thereto, including without limitation, any trademark, service mark, trade name, domain name or other source identified that is a derivative of or confusingly similar to any of the Marks, any goodwill associated with the Marks, and any registrations and applications for registrations for the Marks, if any.

2. Assignment of Marks.

(a) Upon execution of this Agreement, Assignor shall execute and deliver to Assignee such documents and instruments as Assignee shall request to request that the applicable government office wherein the Marks were issued or are pending to issue the same to Assignee, its successors, legal representatives, and assigns, in accordance with the terms of the applicable government office. Assignor agrees that it will execute and deliver to Assignee any and all additional documents and/or instruments that may be reasonably requested by Assignee and necessary to vest full and complete legal and equitable title to the Marks in Assignee, without further consideration than now paid, but at the expense of Assignee, its successor or assigns.

(b) From the date of assignment of the Marks, Assignee shall be entitled to enforce the Marks and recover damages for past, present and future infringement thereof. At the request of Assignee, Assignor shall provide reasonable support to Assignee in any action concerning the Marks that is initiated by Assignee.

3. Ownership. The Parties agree and acknowledge that all right, title and interest to any and all the Marks shall be owned solely by Assignee upon the transfer by Assignor.

4. Covenants, Warranties and Limitation of Liability.

(a) Assignor represents and warrants that (i) Assignor owns the entire right, title, and interest in and to the Marks; (ii) all registrations for the Marks are currently valid; and (iii) there are no liens or security interests against the Marks.

(b) Except as specified in this Agreement, no other registration has been effected or is on file with the appropriate governmental agencies with respect to the Marks;

(c) The Parties agree to take such steps and make such filings as may be necessary or appropriate in the determination of Assignee to effectuate the transaction contemplated hereby;

(d) Each Party has the full power and authority, and has obtained all consents, approvals, and/or other authorizations required to enter into this Agreement and to carry out its obligations hereunder, including the transfer of the Marks to Assignee; and

(e) UPON THE EXECUTION OF THE ASSIGNMENT AND TRANSFER OF THE MARKS AS PROVIDED HEREIN, THE MARKS SHALL BE PROVIDED "AS IS." EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, THE PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE MARKS AND THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES OF NON-INFRINGEMENT OR ANY WARRANTIES ARISING FROM COUSE OF DEALING OR USAGE IN TRADE.

5. Release.

(a) Assignee, individually and for its legal representatives, agents, directors, officers, members, attorneys, personal representatives, successors, and assigns (collectively, the "Releasing Parties") hereby irrevocably, unconditionally, and fully releases, remises, acquits and forever discharges Assignor, its successors and assigns, and each of its respective affiliates, directors, officers, and agents (all of the persons being referred to collectively herein as the "Released Parties"), of and from any and all debts, demands, actions, causes of action, suits, claims, judgments, damages, costs, expenses, losses, attorneys' fees, penalties and liabilities, of every kind, character, nature and description, whether now known or unknown, suspected or claimed, whether vested, fixed or contingent, whether accrued or hereafter maturing or whether at law or in equity (collectively, "Claims") under and in connection with the Marks, which any of the Releasing Parties ever had, now has, or may have in the future, for, upon or by reason of any

agreement (written or oral), matter, cause, event, occurrence, or state of facts, occurring or taking place at any time on, prior to or after the Effective Date.

(b) Assignor, individually and for its legal representatives, agents, directors, officers, members, attorneys, personal representatives, successors, and assigns (collectively, the "Releasing Parties") hereby irrevocably, unconditionally, and fully releases, remises, acquits and forever discharges Assignee, its successors and assigns, and each of their respective affiliates, directors, officers, and agents (all of the persons being referred to collectively herein as the "Released Parties"), of and from any and all debts, demands, actions, causes of action, suits, claims, judgments, damages, costs, expenses, losses, attorneys' fees, penalties and liabilities, of every kind, character, nature and description, whether now known or unknown, suspected or claimed, whether vested, fixed or contingent, whether accrued or hereafter maturing or whether at law or in equity (collectively, "Claims") under and in connection with the Marks, which any of the Releasing Parties ever had, now has, or may have in the future, for, upon or by reason of any agreement (written or oral), matter, cause, event, occurrence, or state of facts, occurring or taking place at any time on, prior to or after the Effective Date.

(c) The Parties expressly acknowledge and agree that this Agreement may be pled as a complete defense and will fully and finally bar any such known or unknown claim or claims based on any acts or omissions of the Released Parties during the assignment of the Marks.

(d) The foregoing release is given in exchange for consideration set forth, the sufficiency of which is hereby acknowledged for all purposes.

6. Further Assurances. Without further consideration, the Parties agrees to execute such further documentation and perform such further actions, including without limitation, any actions or documents necessary, or requested by Assignee, to document, record, or perfect the transactions contemplated by this Agreement or as may be necessary to protect, secure and vest good, valid and marketable title to the Marks.

7. Governing Law. All issues concerning this Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the law of any jurisdiction other than California.

8. Entire Agreement. This Agreement constitutes the entire understanding and agreement among the Parties with respect to the matters herein and supersedes any previous agreements, understandings, or statement of intent in each case, written or oral, of every nature between the Parties with respect to those matters.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect and the invalidity and unenforceability of this Agreement

shall not affect the validity or enforceability in any jurisdiction in which such determination had not been made except to the extent such invalidity or unenforceability causes such agreements to no longer contain all of the material provisions reasonably expected by the Parties to be contained. The Parties, however, agree to substitute any invalid or unenforceable provision by a valid and enforceable provision which maintains, to the fullest extent possible, the respective interests of the Parties as established by the present terms and conditions of the Agreement.

10. Counterparts. This Agreement may be executed in separate counterparts (including by means of electronic signature pages in portable document format), each of which will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

-- SIGNATURES ON THE FOLLOWING PAGE --

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

ENMOTUS, INC.

Signature: Andrew Mills

Type or Print Name of Signer:	Andrew Mills
Title of Signer:	Chief Executive Officer

INSOLVENCY SERVICE GROUP, INC.,
solely in its capacity as Assignee for the
Benefit of Creditors of Enmotus, Inc.,
a Delaware Corporation

Signature: Joel B. Weinberg

Type or Print Name of Signer:	Joel B. Weinberg
Title of Signer:	President

EXHIBIT A - LIST OF TRADEMARKS

Title of Trademark	Application Serial Number	Filing Date	Registration Number	Date Registered	STATUS	Country
FUZEDRIVE	88/847,071	3/25/2020			Pending	US
ENMOTUS	88/822,793	3/5/2020	63,38,027	5/4/2021	Registered	US