

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843214

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ovare Group Inc.		05/20/2021	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	ADM Marketing, LLC		
Street Address:	1415 West Magnolia Boulevard		
Internal Address:	Suite 102		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91506		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88718510	IDENTIFY.ATTRACT.RETAIN.	
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>			
Phone:	502-290-3492		
Email:	acahill@vctfirm.com		
Correspondent Name:	Amy Sullivan Cahill		
Address Line 1:	2303 River Road		
Address Line 4:	Louisville, KENTUCKY 40206		
NAME OF SUBMITTER:	Amy Sullivan Cahill		
SIGNATURE:	/Amy Sullivan Cahill/		
DATE SIGNED:	10/02/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** ("IP Assignment"), dated as of May 20, 2021, is made by and between Ovare Group Inc., a Kentucky corporation ("Assignor"), and ADM Marketing, LLC, a Kentucky limited liability company ("Assignee"). Assignor and Assignee shall be referred to as a "Party" and collectively as the "Parties." Assignee is the recipient of certain assets of Assignor pursuant to that certain Assignment and Assumption Agreement dated as of the date hereof (the "Assignment Agreement") by and among the Parties.

WHEREAS, under the terms of the Assignment Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment, for recording and other purposes.

NOW THEREFORE, Assignor agrees as follows:

1. Defined Terms. Capitalized terms not otherwise defined herein shall have the meaning assigned to such terms in the Assignment Agreement.
2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned IP"):
 - (a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - (b) the domain name registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Domain Names"), together with the goodwill of the business connected with the use of, and symbolized by, the Domain Names;
 - (c) the copyright registrations and applications set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the "Copyrights"), together with the goodwill of the business connected with the use of, and symbolized by, the Copyrights;
 - (d) all rights of any kind whatsoever of Assignor 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) except for the Excluded Assets and Excluded Liabilities, any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks 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 IP Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 or useful to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

4. Terms of the Assignment Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Assignment 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 Assignment Agreement and the terms hereof, the terms of the Assignment Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. 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.

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

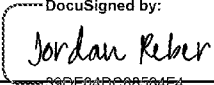
7. Governing Law. This IP Assignment shall be governed by and construed in accordance with the internal laws of the Commonwealth of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Kentucky or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

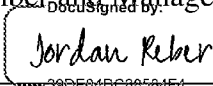
ASSIGNOR:

OVARE GROUP INC.

By: 
Jordan Reber, CEO

ASSIGNEE:

ADM MARKETING, LLC

By: Ovare Group Inc.
Its: Sole Member and Manager
By: 
Jordan Reber, CEO

**Schedule 1
Trademarks**

Registration Number	Mark	Registration Date	Jurisdiction
88178510	Identify.Attract.Retain.	December 6, 2019	USA

Schedule 2
Domain Names

Domain Name	Registrar
admmarketing.us.com	Network Solutions
datafocusedmarketing.com	GoDaddy
datainformedmarketing.net	GoDaddy
datainformedmarketing.com	GoDaddy
MULTIUNITMARKETING.BIZ	GoDaddy
MULTIUNITMARKETING.COM	GoDaddy
MULTIUNITMARKETING.INFO	GoDaddy
MULTIUNITMARKETING.NAME	GoDaddy
MULTIUNITMARKETING.NET	GoDaddy
MULTIUNITMARKETING.ORG	GoDaddy
adm-advertising.com	GoDaddy
adm-marketing.com	GoDaddy
adm-marketing.info	GoDaddy
adm-marketing.org	GoDaddy
admmarketing.biz	GoDaddy
admmarketing.info	GoDaddy
admmarketing.net	GoDaddy
admmarketing.org	GoDaddy
admmarketing.us	GoDaddy
admmktg.com	GoDaddy
admmktg.info	GoDaddy
admmktg.net	GoDaddy
admmktg.org	GoDaddy
identify-attract-retain.biz	GoDaddy
identify-attract-retain.info	GoDaddy
identify-attract-retain.net	GoDaddy
identify-attract-retain.org	GoDaddy
identify-attract-retain.us	GoDaddy
identifyattractretain.biz	GoDaddy
identifyattractretain.com	GoDaddy
identifyattractretain.info	GoDaddy
identifyattractretain.net	GoDaddy
identifyattractretain.org	GoDaddy
identifyattractretain.us	GoDaddy
Admm.us	GoDaddy

**Schedule 3
Copyrights**

None.

Schedule 3