

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872683

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Enovational Corp.		09/30/2022	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	Ernst & Young U.S. LLP		
Street Address:	5 Times Square, 37th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6713595	FORMABILITY	
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:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	Robert A. Becker		
Address Line 1:	Fross Zelnick Lehrman & Zissu, P.C.		
Address Line 2:	151 West 42nd Street, 17th Floor		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	ARY 2402114		
NAME OF SUBMITTER:	Anca Nicolescu		
SIGNATURE:	/ancanicolescu/		
DATE SIGNED:	01/31/2024		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of September 30, 2022, is made by and between Enovational Corp., a District of Columbia corporation (“Assignor” or “Seller”), and Ernst & Young U.S. LLP, a Delaware limited liability partnership (“Assignee” or “Purchaser”) (each a “Party,” and collectively, the “Parties”).

WHEREAS, Assignor, Assignee and the sole shareholder of Assignor are parties to that certain Asset Purchase Agreement, dated as of August 10, 2022 (the “Purchase Agreement”);

WHEREAS, Assignor is the owner of all right, title and interest in and to the Seller Intellectual Property and Designated Domain Names set forth in Exhibit A attached hereto and incorporated herein (“Seller IP”) and common law and statutory rights in and to the Seller IP, together with all goodwill of the business associated therewith and symbolized thereby;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to convey, transfer, and assign to Assignee, Assignor’s entire right, title and interest in and to the Seller IP, the common law rights associated therewith and the goodwill of the business symbolized thereby and pertaining thereto, including the registered and unregistered trademark, copyrights, and Domain Names related thereto throughout the world; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, delivers and conveys to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Seller IP, including, without limitation the goodwill of the Business appurtenant thereto, and the intellectual property set forth on Exhibit A hereto, and all claims or causes of action arising out of or related to any and all of the foregoing (including all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement, misappropriation or other violation and any other rights relating to any and all of the foregoing).

2. Assignor Representation. Assignor warrants and represents that (a) it has the authority to enter this Assignment; (b) it shall not contest or challenge, or knowingly aid any other person or entity in so contesting or challenging, the validity of the Intellectual Property, or Assignee’s ownership interest thereof.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, Register of Copyrights and Director of the U.S. Copyright Office, and applicable domain name registrars and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor, at Assignee’s sole cost and expense, shall take such reasonable steps and

actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, recordals, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Seller IP to Assignee, or any assignee or successor thereto.

4. 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 Assignor and Assignee with respect to the Seller IP. 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.

5. 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.

6. 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.

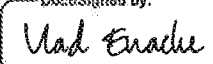
7. Governing Law and Jurisdiction. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows]

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

ASSIGNOR:

ENOVATIONAL CORP.

DocuSigned by:

By: _____
Name: Vlad Enache
Title: Chief Executive Officer

ASSIGNEE:

ERNST & YOUNG U.S. LLP

By: _____
Name: _____
Title: _____

[Signature page to Intellectual Property Assignment Agreement]

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

ASSIGNOR:

ENOVATIONAL CORP.

By: _____

Name: Vlad Enache

Title: Chief Executive Officer

ASSIGNEE:

ERNST & YOUNG U.S. LLP

By: _____

Name: Steve Payne

Title: Deputy Managing Principal

[Signature page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 008333 FRAME: 0414

EXHIBIT A

Seller IP

1. **Trademarks:**

Country	Mark	Status/Class	Application No.	Application Date	Registration No.	Registration Date	Next Deadline
United States	FORMABILITY	Registered Class 42	87952332	June 7, 2018	6713595	April 26, 2022	April 26, 2028 <i>(Section 8 Deadline)</i>

2. **Domain Names:**

3. Domain Name	Domain Name Registrar	Renewal Date
REDACTED		

4. Copyrights:

