

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI60864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Systems, LLC		02/12/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PSC Zirtual Acquisition, LLC		
Street Address:	206B West James Street		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6925290	DELEGATED	
CORRESPONDENCE DATA			
Fax Number:	2129860604		
<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:	2128834911		
Email:	dsunshine@cozen.com		
Correspondent Name:	David Sunshine		
Address Line 1:	3 WTC, 175 Greenwich Street, 55th Floor		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	DAVID SUNSHINE		
SIGNATURE:	DAVID SUNSHINE		
DATE SIGNED:	02/29/2024		
Total Attachments: 5			
source=Executed - Delegated - Trademark Assignment 02-12-24#page1.tif			
source=Executed - Delegated - Trademark Assignment 02-12-24#page2.tif			
source=Executed - Delegated - Trademark Assignment 02-12-24#page3.tif			
source=Executed - Delegated - Trademark Assignment 02-12-24#page4.tif			
source=Executed - Delegated - Trademark Assignment 02-12-24#page5.tif			

OP \$40.00.00 88618174

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (this "Trademark Assignment") is entered into as of this 12th day of February, 2024 by and between Red Systems, LLC dba Delegated, a Delaware limited liability company (the "Assignor") and PSC Zirtual Acquisition, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of February 12, 2024 (the "Purchase Agreement"), pursuant to which, among other things, the Assignee agreed to acquire from the Assignor the Trademark (as defined below).

WHEREAS, the Purchase Agreement provides that the Assignor and the Assignee shall execute and deliver at the Closing documents sufficient to effectuate the assignment, transfer and conveyance to the Assignee of the Trademark including the goodwill associated therewith. This Assignment is being executed pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and in consideration of and pursuant to the terms and conditions set forth in the Purchase Agreement, the parties to this Assignment, intending to be legally bound hereby, agree as follows:

1. 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:

(a) the trademark registration set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Trademark**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark;

(b) 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;

(c) 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

(d) 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. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's

reasonable request, 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. This Trademark Assignment is made subject to the provisions of the Purchase Agreement. This Trademark Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Trademark Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

4. Governing Law. The Law of the State of Delaware shall govern (i) all claims or matters related to or arising from this Trademark Assignment (including any tort or non-contractual claims) and (ii) any questions concerning the construction, interpretation, validity and enforceability of this Trademark Assignment, and the performance of the obligations imposed by this Trademark Assignment, in each case without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of Delaware or any other jurisdiction) that would cause the application of the Law of any jurisdiction other than the state of Delaware.

5. Amendments. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee.

6. Counterparts. This Trademark Assignment may be executed and delivered in one or more counterparts and by fax, email or other electronic transmission, each of which shall be deemed an original and all of which shall be considered one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

RED SYSTEMS LLC dba DELEGATED


By: _____

Name: _____

Title: _____

ASSIGNEE:

PSC ZIRTUAL ACQUISITION, LLC

By:  _____

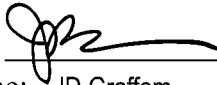
Name: Lou Castelli

Title: Manager

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

RED SYSTEMS LLC dba DELEGATED

By:  _____
Name: JD Graffam _____
Title: Owner _____

ASSIGNEE:

PSC ZIRTUAL ACQUISITION, LLC

By: _____
Name: _____
Title: _____

Schedule 1

Trademark Registration

Mark	Registration No.	Registration Date
DELEGATED	6925290	December 13, 2022