

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI161292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fraud Protection Network, Inc.		02/11/2022	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	Identity Intelligence Group, LLC		
Street Address:	43454 Business Park Drive		
City:	Temecula		
State/Country:	CALIFORNIA		
Postal Code:	92590		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5309758	RESIDENT LINK	
Registration Number:	4757326	RAPID PRO	
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:	7146415100		
Email:	trademarks@rutan.com,knghiem@rutan.com		
Correspondent Name:	Lindy M. Herman		
Address Line 1:	18575 Jamboree Road, 9th Floor		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	102426.0000		
NAME OF SUBMITTER:	KATELYN NGHIEM		
SIGNATURE:	KATELYN NGHIEM		
DATE SIGNED:	04/12/2024		
Total Attachments: 10			
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Intellectual Property Assignment

This Intellectual Property Assignment (“Assignment”) is made and entered into as of this 11th day of February, 2022, by and between Fraud Protection Network, Inc., a Florida corporation (“Assignor”), and Identity Intelligence Group, LLC, a Nevada limited liability company (“Assignee”).

Recitals

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (“Asset Purchase Agreement”), by and among Assignor, Assignee, Ed Margolin, pursuant to which, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Assignment. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Asset Purchase Agreement.

B. Now Therefore, Assignor and Assignee agree as follows:

Agreement

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Assignment as if fully set forth herein.

2. Assignment. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Intellectual Property, free and clear of all liens and encumbrances, including:

(a) the Intellectual Property listed on Schedule 1, together with the goodwill of connected with the use of, and symbolized thereby;

(b) all works based upon, derived from, or incorporating the Intellectual Property, and all signage, marketing collateral, promotional materials, designs and images and all other works owned by Assignor;

(c) all contractual licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to any of the foregoing to the extent transferable;

(d) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Assignor with respect to any of the foregoing;

(e) 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, violation, breach, or default; and

(f) all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

3. Recordation. Assignor shall execute the short form assignment attached at Exhibit A for recording with the US Patent and Trademark Office.

4. Further Actions. 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 Intellectual Property to Assignee, or any assignee or successor thereto.

5. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a

further statement of the rights and obligations of Assignor and Assignee with respect to the assigned Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Governing Law. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction).

7. 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.

[Intentionally Left Blank—Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

ASSIGNEE:

Identity Intelligence Group, LLC

Scott Hermann

By: Scott Hermann (Feb 10, 2022 10:57 PST)

Name: Scott Hermann

Title: Chief Executive Officer

ASSIGNOR:

Fraud Protection Network, Inc.

By: _____

Name:

Title:

IN WITNESS WHEREOF, this Assignment has been executed and delivered on the date first above written.

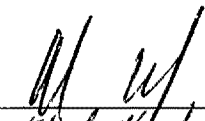
ASSIGNEE:

Identity Intelligence Group, LLC

By: _____
Name:
Title:

ASSIGNOR:

Fraud Protection Network, Inc.

By:  _____
Name: Eyal Maggid
Title: CEO

Schedule 1

Software

1. All Seller Proprietary Software for the Seller’s Resident-Link product and all Intellectual Property therein.
2. All Seller Proprietary Software for the Seller’s RapID Pro and RapID Pro Plus products and all Intellectual Property therein.

Applications and Registrations

Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services
RESIDENT LINK RN: 5309758 SN: 87340616	Registered, October 17, 2017 Int'l Class: 36,42 First Use: February 9, 2017 Filed: February 17, 2017 Registered: October 17, 2017 Register Type: Principal Register	Int'l Class: 36, 42 (Int'l Class: 36) Credit reporting services (Int'l Class: 42) Electronic monitoring of credit reports to detect fraud via the internet
RAPID PRO RN: 4757326 SN: 86256029	Registered, September 14, 2021 Office Status: Section 8-Accepted Int'l Class: 45 First Use: October, 2014 Filed: April 18, 2014 Registered: June 16, 2015 Register Type: Principal	Int'l Class: 45 (Int'l Class: 45) Identity theft protection services

Common Law Marks



Internet Domain Names, websites, social media accounts, and email addresses

<u>Domain</u>	<u>Expiration Date</u>	<u>Registrar</u>
resident-link.com	2026-07-15	GoDaddy.com, LLC

Telephone Numbers:

(800) 500-8880
(888) 995-0615

Email	Account Type
reporting@resident-link.com	User
support@resident-link.com	User
greystar@resident-link.com	User
marketing@resident-link.com	Distribution
no-reply@resident-link.com	User

EXHIBIT A

See attached.

Trademark Assignment

This Trademark Assignment (“Trademark Assignment”) is made and entered into as of this 11th day of February, 2022, by and between Fraud Protection Network, Inc., a Florida corporation (“Assignor”), and Identity Intelligence Group, LLC, a Nevada limited liability company (“Assignee”).

Recitals

A. Assignor and Assignee have entered into that certain Intellectual Property Assignment, dated as of the date hereof (“IP Agreement”), by and among Assignor, Assignee, , and certain other parties thereto, pursuant to which, Assignor has conveyed, transferred, and assigned to Assignee, certain Intellectual Property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not defined herein shall have the meaning given to such terms in the IP Agreement.

Agreement

1. Incorporation of Recitals. The foregoing recitals are incorporated into and made a part of this Trademark Assignment as if fully set forth herein.

2. Assignment. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the Intellectual Property, free and clear of all liens and encumbrances, including:

(a) the trademark registrations and trademark applications set forth on Schedule A1 hereto and all issuances, extensions, and renewals thereof (the “Assigned Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(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;

(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.

3. Terms of the IP Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the IP Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks.

4. Governing Law. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and Delaware, without giving effect to any choice or conflict of law provision or rule (whether of Delaware or any other jurisdiction).

5. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered on the date first above written.

ASSIGNEE:

Identity Intelligence Group, LLC
A limited liability company of Nevada
43454 Business Park Drive
Temecula, California 92590

By: Scott Hermann
By: Scott Hermann (Feb 10, 2022 10:57 PST)
Name: Scott Hermann
Title: Chief Executive Officer

ASSIGNOR:

Fraud Protection Network, Inc.
a corporation of Florida
2980 NE 207th Street, Suite 509
Aventura, FL 33180

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Assignment has been executed and delivered on the date first above written.

ASSIGNEE:

Identity Intelligence Group, LLC
A limited liability company of Nevada
43454 Business Park Drive
Temecula, California 92590

By: _____
Name:
Title:

ASSIGNOR:

Fraud Protection Network, Inc.
a corporation of Florida
2980 NE 207th Street, Suite 509
Aventura, FL 33180

By: _____
Name: *Edward W. Morgan*
Title: *CEO*

Schedule A1

Applications and Registrations

Mark/Name/AN/RN	Status/Key Dates	Full Goods/Services
RESIDENT LINK RN: 5309758 SN: 87340616	Registered, October 17, 2017 Int'l Class: 36,42 First Use: February 9, 2017 Filed: February 17, 2017 Registered: October 17, 2017 Register Type: Principal Register	Int'l Class: 36, 42 (Int'l Class: 36) Credit reporting services (Int'l Class: 42) Electronic monitoring of credit reports to detect fraud via the internet
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