

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Group Interactive Solutions, Inc.		06/30/2017	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Omega Financial, LLC		
Street Address:	1242 Sixth Avenue		
City:	Columbus		
State/Country:	GEORGIA		
Postal Code:	31901		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3514971	GIN SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2158325763		
<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:	215-569-5763		
Email:	sbockert@blankrome.com		
Correspondent Name:	Shaun J. Bockert		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Shaun J. Bockert		
SIGNATURE:	/Shaun J. Bockert/		
DATE SIGNED:	07/06/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “Assignment”), dated as of June 30, 2017 (the “Effective Date”), is entered into by and between Group Interactive Solutions, Inc. d/b/a Group Interactive Networks, a Florida corporation (“Assignor”) and Omega Financial, LLC, a Delaware limited liability company (together with its successors and assigns, “Assignee”). Each of the Assignor and Assignee is herein referred to individually as a “Party” and together as the “Parties.”

BACKGROUND

- A. Assignor owns all rights, including Intellectual Property Rights, in the Assigned IP;
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Agreement”), pursuant to which Assignor has agreed to execute and deliver this Assignment; and
- C. Assignor wishes to assign to Assignee all rights, including Intellectual Property Rights, in the Assigned IP, and Assignee wishes to acquire such rights.

AGREEMENT

Assignor and Assignee, in consideration of the mutual promises contained in this Assignment, and for other good and valuable consideration, including that under the Agreement, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, agrees as follows:

1. Definitions.

1.1. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

1.2. “Assigned IP” means all Intellectual Property Rights used in the operation of the Operation, including the Copyrights, Domain Names, Marks, Software, and Patents.

1.3. “Copyrights” means the works and accompanying registrations and applications for registration set forth on Exhibit A attached hereto.

1.4. “Domain Names” means the domain name URLs registered by or for the benefit of Assignor, as set forth on Exhibit B attached hereto.

1.5. “Intellectual Property Rights” means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including all: (a) rights associated with works of authorship, including copyrights, moral rights, and all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (b) rights and

goodwill associated with trademarks, service marks, trade names, brand names, logos, trade dress, other indicia of origin, and all registrations and applications for registration of such trademarks; and (c) rights to sue and recover and retain damages, costs and attorneys' fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.6. “Marks” means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified in Exhibit C attached hereto, together with all applications and registrations identified therewith, and the goodwill of the business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

1.7. “Software” means the computer programs, operating systems, applications, systems, firmware and software of any nature, whether operational, active, under development or design, non-operational or inactive, identified on Exhibit D attached hereto, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, visual expressions, technical manuals, test scripts, user manuals and other documentation therefore, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature and all databases necessary or appropriate to operate any such computer program, operating system, applications system, firmware or software.

1.8. “Patent” means the patents set forth on Exhibit E attached hereto.

2. Assignment of Assigned IP.

2.1. Assignment. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), good and marketable title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, free and clear of any liens, security interests, encumbrances or claims of others, and Assignor reserves no rights in any of the Assigned IP. Assignor hereby waives all paternity, integrity, moral and other similar rights that it may have now, or in the future, in the works of authorship that are embodied in the Assigned IP.

2.2. Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Assignment. Assignor shall promptly execute all documents, papers, forms and authorizations, and take such other actions as are necessary to effectuate the transfer of ownership and control of the Domain Names from the Assignor to the Assignee.

3. Further Assurances.

3.1. No Retained Intellectual Property Rights. Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee's ownership of the Assigned IP or undertake any actions inconsistent with Assignee's ownership thereof. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts as Assignee may deem necessary or desirable to procure, maintain, perfect, evidence and enforce the full benefits, enjoyment, rights, title and interest, on a worldwide basis of the Assigned IP and all rights assigned hereunder, and render all necessary assistance in making application for and obtaining all Intellectual Property Rights related to the Assigned IP in Assignee's name and for its benefit.

3.2. Power of Attorney. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, that Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by that Assignor.

3.3. Assignment of Agreements. Assignor agrees that, upon the reasonable request of Assignee, it shall, at Assignee's expense, take such actions as reasonably necessary to allow Assignee to obtain the benefits of and assume the obligations under any agreement between it and any of its current or former employees or consultants related to its rights in and to the Assigned IP.

4. Miscellaneous.

4.1. No Impact on Terms of Agreement. Notwithstanding any provision to the contrary set forth herein or in the Agreement or in any document, instrument or agreement executed in connection herewith or therewith, no provision of this Assignment in any way waives, restricts, alters, adds to, diminishes, or limits the express provisions (including the warranties, covenants, agreements, conditions, representations and obligations and indemnifications, and the limitations related thereto, of the Parties) set forth in the Agreement, this Assignment being intended solely to effect the transfer of the Assigned IP strictly in accordance with the terms of the Agreement. In the event of a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement shall prevail and govern.

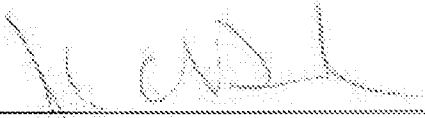
4.2. Counterparts. This Assignment may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

ASSIGNEE:

Omega Financial, LLC

Signature:  _____

Name: John Donaldson

Title: Chief Financial Officer

ASSIGNOR:

Group Interactive Solutions, Inc. d/b/a Group Interactive Networks

Signature: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

ASSIGNEE:

Omega Financial, LLC

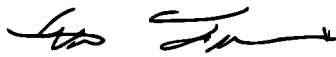
Signature: _____

Name: John Donaldson

Title: Chief Financial Officer

ASSIGNOR:

Group Interactive Solutions, Inc. d/b/a Group Interactive Networks

Signature:  _____

Name: _____ Ethan Fieldman

Title: _____ President and Chief Executive Officer

EXHIBIT A

Copyrights

None.

EXHIBIT B

Domain Names

ginsystem.com

theginsystem.com

EXHIBIT C
Marks

Registered Trademarks:

Mark	Country	Registration Number (Application Number)	Registration Date (Filing Date)
GIN SYSTEM	USA	3514971	10/14/2008

Unregistered Trademarks:

None.

EXHIBIT D

Software

The following software platforms and systems:

1. GINsystem.com website, including without limitation access to and ownership of all code in the code repository, as well as the repository account (github.com), as well as access to and ownership of the bug tracking system (trello.com).
2. GINsystem.com web application, including without limitation the database and all associated code, configuration information, and data.
3. GINsystem mobile application for iOS and all available related training manuals and documentation guides.
4. GINsystem mobile application for Android and all available related training manuals and documentation guides.
5. Extension App (web application) and all available related training manuals and documentation guides.
6. Badge Ordering System (web application) and all available related training manuals and documentation guides.
7. External chapter websites' computer code (note that the images and marks are the property of each client and not Seller) and all available related training manuals and documentation guides.
8. Tool to help manage the External chapter websites and the underlying database, including without limitation all source code, configuration and data that creates the External chapter websites.
9. All search engine, social media accounts, and other online marketing tools and products used by Seller in the Operation.

EXHIBIT E

Patents

U.S. Patent No. 8,615,784, issued December 24, 2013

GIN Patent: US20080040442

Provisional patent application on emergency check-in feature: application number 62/455,809.