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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM497999

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JAMM CAPITAL, LLC		11/12/2018	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	ASSURE POINT, LLC	
Street Address:	1441 Ute Boulevard	
Internal Address:	Suite 260	
City:	Park City	
State/Country:	UTAH	
Postal Code:	84098	
Entity Type:	Limited Liability Company: UTAH	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	5562645	AP ASSURE POINT	
Registration Number:	5562643	ASSURE POINT	

CORRESPONDENCE DATA

Fax Number:

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.

Email: jon.milgrom@milgromlaw.com

Correspondent Name: Milgrom Law, P.C. Attn: Jon Milgrom

Address Line 1: 2000 Little Raven St. #802
Address Line 4: Denver, COLORADO 80202

NAME OF SUBMITTER: Jonathan Milgrom	
SIGNATURE:	/Jonathan Milgrom/
DATE SIGNED:	11/13/2018

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of November 12, 2018 is made by JAMM CAPITAL, LLC("Assignor"), a Utah limited liability company, with a principal office at 1386 Center Drive, Suite 200, Park City, Utah 84098, in favor of ASSURE POINT, LLC. ("Assignee"), a Utah limited liability company, with a principal office at 1441 Ute Boulevard, Suite 260, Park City, Utah 84098.

WHEREAS, based on certain business agreements, 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;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
 - (a) the trademark registrations set forth on Schedule 1 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; 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 and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

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- 3. <u>Terms of the Reorganization</u>. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Reorganization, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the documents affecting the Reorganization 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 documents affecting the Reorganization and the terms hereof, the terms of the documents affecting the Reorganization shall govern.
- 4. <u>Counterparts</u>. 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.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. 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 the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

JAMM Capital, LLC

Name: Adrian Hummel

Title: Manager

AGREED TO AND ACCEPTED: Assure Point, LLC

By: Villes E

Name: James Hall Title: Manager

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
assure point	USA	5562645	Sept. 11, 2018
ASSURE POINT	USA	5562643	Sept. 11, 2018

SCHEDULE 1 TO TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK

RECORDED: 11/13/2018 REEL: 006537 FRAME: 0062