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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM569116

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Benezen, LLC		04/16/2019	Limited Liability Company: UTAH

RECEIVING PARTY DATA

Name:	JAMM Capital Technology, Inc.		
Street Address:	1389 Center Drive, STE 200		
City:	Park City		
State/Country:	UTAH		
Postal Code:	84098		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	5883699	BENEZEN	

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: adam.hubbard@milgromlaw.com

Correspondent Name: Adam Hubbard

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

NAME OF SUBMITTER:	Adam Hubbard		
SIGNATURE:	/Adam Hubbard/		
DATE SIGNED:	03/26/2020		

Total Attachments: 4

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EXHIBIT B

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 16, 2019, is made by Benezen, LLC ("Assignor"), a Utah limited liability, located at 3953 S. Highland Drive, Holladay, UT 84124 in favor of JAMM Capital Technology, Inc. ("Assignee"), a Delaware corporation, located at 1389 Center Drive, STE 200 Park City, UT 84098, the purchaser of certain assets of Assignor pursuant to the Membership Interest Purchase Agreement between Assignor, Assignee, and Luke Milliron, dated as of April 16, 2019 (the "MIPA")

WHEREAS, under the terms of the MIPA, 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.

NOW THEREFORE, Assignor and Assignee agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, as set out in the MIPA, 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 registrations and trademark applications 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.

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- 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, and at Assignee's sole cost and expense, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee.
- 3. <u>Terms of the MIPA</u>. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the MIPA, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the MIPA 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 MIPA and the terms hereof, the terms of the MIPA 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, without giving effect to any choice or conflict of law provision.

[SIGNATURE PAGE FOLLOWS]

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WHEREOF, Assignor has d	uly executed and	d delivered this	Trademark Assig	nment as of the date
first written above.				

Benezen L.L.C.

By: Lucas F. Milliron, Sole Member

AGREED TO AND ACCEPTED:

JAMM Capital Technology Inc.

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SCHEDULE 1

Assigned Trademarks

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
BENEZEN	United States	1(a)	88357050	March 26, 2019

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RECORDED: 03/26/2020