

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617965

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adduco Media, LLC		12/31/2020	Limited Liability Company: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Benefits Holding, LLC		
<b>Street Address:</b>	1250 East 200 South, Suite 3A		
<b>City:</b>	Lehi		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84043		
<b>Entity Type:</b>	Limited Liability Company: UTAH		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2299314	BENEFITS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9493096495		
<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>			
<b>Phone:</b>	949-309-6495		
<b>Email:</b>	jharrison@arcuslaw.com		
<b>Correspondent Name:</b>	Jeff Harrison		
<b>Address Line 1:</b>	2225 E. Bayshore Road, Suite 200		
<b>Address Line 2:</b>	Arcus LLC		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94303		
<b>NAME OF SUBMITTER:</b>	Jeff Harrison		
<b>SIGNATURE:</b>	/jeff harrison/		
<b>DATE SIGNED:</b>	12/31/2020		
<b>Total Attachments: 4</b>			
source=Assignment of Trademarks (Adduco to Benefits Holding)#page1.tif			
source=Assignment of Trademarks (Adduco to Benefits Holding)#page2.tif			
source=Assignment of Trademarks (Adduco to Benefits Holding)#page3.tif			
source=Assignment of Trademarks (Adduco to Benefits Holding)#page4.tif			

OP \$40.00 2299314

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Assignment"), dated as of December 31, 2020, is entered into by and between Adduco Media, LLC, a Utah limited liability company ("Assignor") and Benefits Holding, LLC, a Utah limited liability company ("Assignee").

**WHEREAS**, Assignor and Brad Myler and Associates, Inc. ("Myler"), a Utah corporation and parent company of Assignee, are parties to that certain First Addendum to the Purchase Agreement, dated as of December 1, 2020 (the "Purchase Agreement"), pursuant to which Myler has agreed to contribute the trademarks to Assignee, its wholly owned subsidiary, and Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on Schedule A hereto, including all related common law rights with respect thereto (the "Trademarks") among other Acquired Assets (as defined in the Purchase Agreement); and

**WHEREAS**, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Further Assurances. Assignor represents and warrants to Assignee that it owns all right, title and interest in the Trademarks free and clear of all liens, encumbrances, licenses, or any interest of any third party of any kind and that it has the authority to grant same to Assignee. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Counterparts; Effectiveness. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each

party hereto shall have received a counterpart hereof signed by the other parties hereto. For the convenience of the parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument. Facsimile transmission (including the e-mail delivery of documents in Adobe PDF format) of any signed original counterpart or retransmission of any signed facsimile transmission shall be deemed the same as the delivery of an original.

4. Headings. The descriptive headings contained in this Assignment are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Assignment.

5. Governing Law. This Assignment and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the State of Utah applicable to contracts executed in and to be performed in that State without regard to the conflict of laws rules thereof.

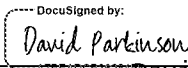
6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(Remainder of Page Intentionally Left Blank)

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Assignment or caused this Assignment to be executed by their respective officers thereunto duly authorized as of the date first written above.

ASSIGNOR:

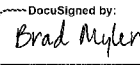
ADDUCO MEDIA, LLC,  
a Utah limited liability company

By:   
Name: David Parkinson  
Title: Manager


Acknowledged and  
Accepted:

ASSIGNEE:

BENEFITS HOLDING, LLC,  
a Utah limited liability company

By:   
Name: Brad Myler  
Title: Pres

## SCHEDULE A TO ASSIGNMENT OF TRADEMARKS


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### Typed Drawing

<b>Word Mark</b> <b>Goods and Services</b> <b>Mark Drawing Code</b> <b>Serial Number</b> <b>Filing Date</b> <b>Current Basis</b> <b>Original Filing Basis</b> <b>Published for Opposition</b> <b>Registration Number</b> <b>Registration Date</b> <b>Owner</b>  <b>Assignment Recorded</b> <b>Attorney of Record</b> <b>Type of Mark</b> <b>Register</b> <b>Affidavit Text</b> <b>Renewal</b> <b>Live/Dead Indicator</b>	BENEFITS.COM IC 036, US 100 101 102, G & S: Administration of employee benefit plans, FIRST USE: 19940813, FIRST USE IN COMMERCE: 19940813 (1) TYPED DRAWING 78399529 December 3, 1997 1A 1A September 21, 1999 2299314 December 14, 1999 (REGISTRANT) Resource Financial Group, Inc. CORPORATION TEXAS 17004 West 6th Street Austin TEXAS 78763  (LAST LISTED OWNER) JOHN, CHRISTOPHER D. H., MR. INDIVIDUAL UNITED STATES P.O. BOX 7399 PMB 8509 BRECKENRIDGE COLORADO 80424 ASSIGNMENT RECORDED J NEVIN SHAFFER JR SERVICE MARK PRINCIPAL_(F) SECT 15, SECT 8 (6-YR), SECTION 8 (10-YR) 20090915 1ST RENEWAL 20090915 LIVE
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