

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modular Life Solutions, LLC		11/17/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	EdgePresence, LLC		
Street Address:	6622 Southpoint Drive S., Suite 250		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32216		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88120256	EDGEPOD	
Serial Number:	88146850	EDGEPRESENCE	
CORRESPONDENCE DATA			
Fax Number:	2026288844		
<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:	202-624-2500		
Email:	afield@crowell.com		
Correspondent Name:	CROWELL & MORING LLP		
Address Line 1:	P.O. BOX 14300		
Address Line 4:	WASHINGTON, D.C. 20044-4300		
NAME OF SUBMITTER:	Lisa A. Adelson		
SIGNATURE:	/Lisa A. Adelson/		
DATE SIGNED:	01/15/2021		
Total Attachments: 33			
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ASSIGNMENT AND CONFIRMATORY ASSIGNMENT

THIS ASSIGNMENT AND CONFIRMATORY ASSIGNMENT (this "AACA"), dated as of November 17th, 2020 (the "Effective Date"), is made by and between MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company ("Assignor"), and EDGEPRESENCE, LLC, a Florida limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee entered into (i) Bill of Sale and Assignment dated October 19, 2020, (ii) a Patent Assignment Agreement, dated October 19, 2020; (iii) Trademark Assignments, dated October 19, 2020 directed to Application Nos. 88120256 (EDGEPOD) and 88146850 (EDGEPRESENCE), and (iv) Trademark Assignments, dated October 29, 2020 directed to Application Nos. 88120256 (EDGEPOD) and 88146850 (EDGEPRESENCE) (together, the "Prior Assignment Documents");

WHEREAS, Assignor and Assignee hereby assign and desire to confirm assignment according to the Prior Assignment Documents, in their entirety, by entering into this AACA; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** As used herein, the following terms have the following meanings:

"Assignor IP" means (a) all rights (anywhere in the world, whether statutory, common law or otherwise) in or affecting intellectual or industrial property or other proprietary rights, including with respect to the following: (i) patents and applications therefor, including those listed on Exhibit A hereto, and patents issuing thereon, including continuations, divisionals, continuations-in-part, reissues, reexaminations, renewals and extensions; (ii) copyrights and registrations and applications therefor, works of authorship, "moral" rights and mask work rights; (iii) domain names, uniform resource locators and other names and locators associated with the internet, including applications and registrations thereof; (iv) trademarks, trade dress, trade names, logos and service marks, including those listed on Exhibit B hereto, together with the goodwill symbolized by or associated with any of the foregoing and any applications, registrations and renewals therefore, but specifically excluding the MODULAR LIFE (Ser. No. 88151720) and MODULAR LIFE and DESIGN (Ser. No. 88081210) trademarks; (v) all technology, ideas, research and development, inventions, manufacturing and operating specifications and processes, schematics, know-how, formulae, customer and supplier lists, shop rights, designs, drawings, patterns, trade secrets, confidential information, technical data, databases, data compilations and collections, web addresses and sites, software, computer architecture, and documentation; and (vi) all other intangible assets, properties or rights and, (vii) the right to file applications and obtain registrations for any of the foregoing and claim priority thereto; (b) all claims, causes of action and rights to sue for past, present and future infringement or misappropriation of the foregoing, and all proceeds, rights of recovery and revenues arising from or pertaining to the foregoing; and, (c) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

2. **Assignment and Confirmatory Assignment.** In exchange for \$ [REDACTED] paid by Assignee to Assignor, Assignor hereby irrevocably sells, assigns, transfers, and conveys and confirms the sale, assignment, transfer, and conveyance to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to Assignor IP.

With respect to U.S. Trademark Application No. 88120256 (EDGEPOD), Assignee is the successor to that portion of the ongoing and existing business of Assignor to which the EDGEPOD mark pertains.

3. **Further Assurances.** Assignor will, at Assignee's own cost and expense, promptly acknowledge, execute, and deliver to Assignee all additional instruments or documents that Assignee determines at any time to be necessary to complete the timely transfer to and for the benefit of Assignee of the Assignor IP.

4. **Waiver of Moral Rights.** Assignor hereby irrevocably waives all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the Assignor IP and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

5. **Agreement.** This AACA will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This AACA may be modified only by a written agreement signed by both parties.

6. **Miscellaneous.** This AACA will be governed in accordance with the laws of the State of Florida, without reference to conflict of laws principles. If any part of this AACA is found invalid, such invalidity will not affect the validity of remaining portions of this AACA; and, the parties will promptly substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. Assignee may freely delegate, assign or transfer the rights conferred under this AACA.

IN WITNESS WHEREOF, each of the undersigned has caused this AACA to be executed and delivered by its duly authorized representative as of the Effective Date.


ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC

By: _____

Name: _____

Title: _____


F. Doug Walker
President

ASSIGNEE:

EDGEPRESENCE, LLC

By: _____

Name: _____

Title: _____


F. Doug Walker
President

Exhibit A
Patents

TITLE	APPLICATION #	COUNTRY	MATTER TYPE
MOBILE DATA CENTER UTILIZING INDEPENDENT DATA CENTER MODULES	U.S. Appln. No.: 62/674,559	United States of America	U.S. Provisional
MOBILE DATA CENTER UTILIZING INDEPENDENT DATA CENTER MODULES	U.S. Appln. No.: 62/675,129	United States of America	U.S. Provisional
MODULAR DATA CENTER UTILIZING INDEPENDENT DATA CENTER MODULES	U.S. Appln. No.: 62/721,565	United States of America	U.S. Provisional
MODULAR DATA CENTER UTILIZING INDEPENDENT DATA CENTER MODULES	PCT/US19/33185	Patent Cooperation Treaty	International Application
MODULAR DATA CENTER	U.S. Appln. No.: 62/749,641	United States of America	U.S. Provisional
MODULAR DATA CENTER	PCT/US19/57499	Patent Cooperation Treaty	International Application

Exhibit B
Trademarks

Mark	Application No.	Registration No.	Crowell Ref.	Owner of Record
EDGEPOD	88/120,256	N/A	116229.TA194US	Modular Life Solutions LLC
EDGEPRESENCE	88/146,850	6,005,080	116229.TA232US	Modular Life Solutions LLC

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (this “Assignment”) is executed effective as of October 19, 2020 (the “Effective Date”), by MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company (“Assignor”), in favor of EDGE PRESENCE, LLC, a Florida limited liability company (“Assignee”).

Statement of Purpose

Assignor and Assignee were previously related as parent and subsidiary companies and shared certain assets in their respective business operations. The parties are no longer affiliated and desire to confirm that Assignee has title to all assets that may be owned by Assignor but are used or intended to be used in the operation of Assignee’s business.

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Definitions. As used herein:

“EP Assets” means all assets, wherever located, owned by Assignor but used or intended to be used by Assignee in the operation of its EP Business, including all (i) inventions (whether patentable or unpatentable and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, company names, doing business as names and fictitious names, together with translations, adaptations, derivations and combinations thereof and including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) copyrightable works, copyrights, and applications, registrations and renewals in connection therewith; (iv) mask works and applications, registrations and renewals in connection therewith; (v) trade secrets and confidential information; (vi) computer software, in object and source code format (including data and related documentation); (vii) plans, drawings, designs, architectural plans and specifications; (viii) rights and interests in and to any websites, domain names, URLs and similar items; (ix) other proprietary rights (including production processes); (x) copies and tangible embodiments and expressions of the foregoing (in whatever form or medium), and all improvements and modifications thereto and derivative works thereof if any; (xi) equipment and other tangible assets; and (xii) rights under any contracts related to the EP Business.

“EP Business” means the business of designing, deploying, operating, and managing edge data centers located at the base of cellular towers and other key locations for colocation and edge computing.

2. Assignment. Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to all of the EP Assets, free and clear of any encumbrances.

3. Further Assurances. Assignor hereby covenants that it shall do such further acts, and execute and deliver such further instruments, that Assignee may reasonably request in order to more fully effectuate the Assignor’s assignment of the EP Assets to Assignee and the vesting of title to the EP Assets in Assignee.


4. Successors and Assigns. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws doctrines.

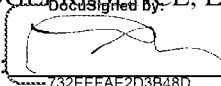
[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the Effective Date.

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

DocuSigned by:

By _____
732EEFAE2D3B48D...
Name: Douglas Recker
Title: Chief Executive Officer

EDGEPRESENCE, LLC, a Florida limited liability company

DocuSigned by:

By _____
732EEFAE2D3B48D...
Name: Douglas Recker
Title: President

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (“Agreement”) is made and entered into as of the ____ day of October, 2020 (“Effective Date”) between MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company, as applicant and FRANK DOUGLAS RECKER, as inventor (together, the “Assignor”), and EDGEPRESENCE, LLC, a Florida limited liability company (the “Assignee”).

Background Facts. Assignor has invented certain subject matter described and claimed in a pending US Patent Application; and Assignor wishes to formalize the assignment to Assignee of all rights, title and interests to the pending US Patent Application and any Patents that may issue based thereon; Therefor, the parties agree as follows:

1. Assignment: Assignor hereby assigns, transfers and conveys to Assignee any and all rights, title and interests Assignor may have or accrue in the Assigned Patent and the subject matter described and claimed therein. The term “Assigned Patent” shall mean US Patent Application No. 62/749,641 entitled *Modular Data Center* and any Patents that may issue based thereon, including all re-issues thereof, and all patents that have or may issue based in whole or in part on any of the foregoing, including all divisions, substitutions, continuations and continuations-in-part thereof, irrespective of whether such patents issue before, on or after the Effective Date.

2. Recordation: The Assignment attached as Exhibit A is incorporated herein and made a part hereof by this reference. Assignor shall execute the Assignment and deliver the executed original to Assignee within ten (10) days after execution of this Agreement. Assignee may record the executed Assignment with any governmental authority, including the United States Patent and Trademark Office.

3. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.


4. Additional Terms. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute a single agreement. The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of Florida, without reference to choice of law principles that may direct application of the law of another state. The parties intend to be legally bound by this Agreement. This Agreement may be modified or amended only by written agreement of the parties hereto. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect. Upon request by any party, the requested party shall promptly execute, acknowledge and deliver such further instruments and perform such further acts as may be reasonably necessary and proper for

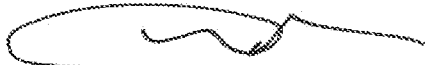
the requesting party to exercise its rights under this Agreement or for the requested party to carry out its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By:  Frank Douglas Recker
Its CEO



Frank Douglas Recker

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company


By:  Frank Douglas Recker
Its President

EXHIBIT A

ASSIGNMENT

Whereas, Assignors have invented and owned certain subject matter ("Inventions") disclosed in US Patent Application No. 62/749,641 entitled *Modular Data Center* ("Application");

Whereas, for valuable consideration, the receipt of which is hereby acknowledged, Assignors have agreed to convey all rights, title and interests in and to the same to Edge Presence, LLC a Florida limited liability company ("Assignee"), and Assignors desire to formalize the conveyance of all rights, title and interests in and to the same to Assignee;

Now, intending to be legally bound, Assignors, hereby agree as follows:

Assignors hereby convey, assign, sell and transfer to Assignee all rights, title and interests in and to the Application and the inventions disclosed in the Application and any improvements, continuation, division, renewal, or substitute thereof, any patents based thereon, the right to apply in Assignee's own name for patents or inventor's certificates and related rights for the Invention in any and all countries, all rights to claim priority based thereon, all patents granted thereon and all reissues, extensions and renewals thereof.

Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, the parties have hereunto set hand and seal.

ASSIGNOR:


MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 11th day of October 2020, by Frank Douglas Recker, President on behalf of Modular Life Solutions, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public - State of Florida

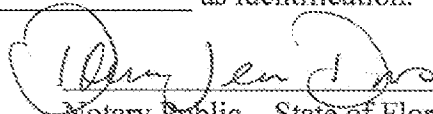
 DONNA JEAN DAVIS
Commission # GG 138972
Expires September 23, 2021
Bonded Through Budget Notary Services



Frank Douglas Recker

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of October 2020, by Frank Douglas Recker who is personally known to me or has produced _____ as identification.


Notary Public – State of Florida



DONNA JEAN DAVIS
Commission # CG 138972
Expires September 22, 2021
Renewed Through Budget Notary Services

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of October 2020, by Frank Douglas Recker, President on behalf of EdgePresence, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public – State of Florida



DOMNA JEAN DAVIS
Commission # GG 138972
Expires September 22, 2021
Bonded Thru Seigler Notary Services

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2020 ("Effective Date") between MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company (the "Assignor"), and EDGEPRESENCE, LLC, a Florida limited liability company (the "Assignee").

Background Facts. Assignor has registered a trademark with the United States Patent and Trademark Office; and Assignor wishes to formalize the assignment to Assignee of all rights, title and interests to the trademark. Therefore, the parties agree as follows:

1. Assignment: Assignor hereby assigns, transfers and conveys to Assignee any and all rights, title and interests Assignor may have or accrue in the Assigned Trademark. The term "Assigned Trademark" shall mean US Trademark Serial Number 88120256 for the wordmark "*Edgepod*", including all re-issues thereof.

2. Recordation: The Assignment attached as Exhibit A is incorporated herein and made a part hereof by this reference. Assignor shall execute the Assignment and deliver the executed original to Assignee within ten (10) days after execution of this Agreement. Assignee may record the executed Assignment with any governmental authority, including the United States Patent and Trademark Office.


3. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

4. Additional Terms. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute a single agreement. The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of Florida, without reference to choice of law principles that may direct application of the law of another state. The parties intend to be legally bound by this Agreement. This Agreement may be modified or amended only by written agreement of the parties hereto. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect. Upon request by any party, the requested party shall promptly execute, acknowledge and deliver such further instruments and perform such further acts as may be reasonably necessary and proper for the requesting party to exercise its rights under this Agreement or for the requested party to carry out its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By:  Frank Douglas Recker
Its CEO

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company


By:  Frank Douglas Recker
Its President

EXHIBIT A

3/5

ASSIGNMENT

Whereas Assignor is the owner of US Trademark Serial Number 88120256 for the wordmark "Edgepod" (the "Trademark").

Whereas, for valuable consideration, the receipt of which is hereby acknowledged, Assignor has agreed to convey all rights, title and interests in and to the Trademark to Edge Presence, LLC a Florida limited liability company ("Assignee"), and Assignor desires to formalize the conveyance of all rights, title and interests in and to the same to Assignee;

Now, intending to be legally bound, Assignor, hereby agrees as follows:

Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the Trademark and any renewals thereof, and the right to apply in Assignee's own name for the mark in any and all countries, all rights to claim priority based thereon, all trademarks granted thereon and all reissues, extensions and renewals thereof.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment

IN WITNESS WHEREOF, the parties have hereunto set hand and seal.

ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of October 2020, by Frank Douglas Recker, President on behalf of Modular Life Solutions, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public - State of Florida



DONNA JEAN DAVIS
Commission # GG 136972
Expires September 22, 2021
Bonded Thru Budget Notary Services

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of October 2020, by Frank Douglas Recker, President on behalf of EdgePresence, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public - State of Florida



DONNA JEAN DAVIS
Commission # GG 136972
Expires September 22, 2021
Generated From Budget History Services

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2020 ("Effective Date") between MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company (the "Assignor"), and EDGEPRESENCE, LLC, a Florida limited liability company (the "Assignee").

Background Facts. Assignor has registered a trademark with the United States Patent and Trademark Office; and Assignor wishes to formalize the assignment to Assignee of all rights, title and interests to the trademark. Therefore, the parties agree as follows:

1. Assignment: Assignor hereby assigns, transfers and conveys to Assignee any and all rights, title and interests Assignor may have or accrue in the Assigned Trademark. The term "Assigned Trademark" shall mean US Trademark Serial Number 88146850 for the wordmark "*EdgePresence*", including all re-issues thereof.

2. Recordation: The Assignment attached as Exhibit A is incorporated herein and made a part hereof by this reference. Assignor shall execute the Assignment and deliver the executed original to Assignee within ten (10) days after execution of this Agreement. Assignee may record the executed Assignment with any governmental authority, including the United States Patent and Trademark Office.

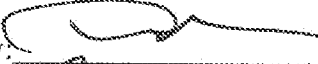
3. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

4. Additional Terms. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute a single agreement. The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of Florida, without reference to choice of law principles that may direct application of the law of another state. The parties intend to be legally bound by this Agreement. This Agreement may be modified or amended only by written agreement of the parties hereto. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect. Upon request by any party, the requested party shall promptly execute, acknowledge and deliver such further instruments and perform such further acts as may be reasonably necessary and proper for the requesting party to exercise its rights under this Agreement or for the requested party to carry out its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By:  Frank Douglas Recker
Its President / CEO

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company

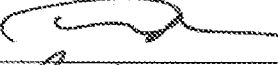
By:  Frank Douglas Recker
Its President

EXHIBIT A

3/5

TRADEMARK
REEL: 007163 FRAME: 0616

ASSIGNMENT

Whereas Assignor is the owner of US Trademark Serial Number US Trademark Serial Number 88146850 for the wordmark "EdgePresence" (the "Trademark").

Whereas, for valuable consideration, the receipt of which is hereby acknowledged, Assignor has agreed to convey all rights, title and interests in and to the Trademark to Edge Presence, LLC a Florida limited liability company ("Assignee"), and Assignor desires to formalize the conveyance of all rights, title and interests in and to the same to Assignee;

Now, intending to be legally bound, Assignor, hereby agrees as follows:

Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the Trademark and any renewals thereof, and the right to apply in Assignee's own name for the mark in any and all countries, all rights to claim priority based thereon, all trademarks granted thereon and all reissues, extensions and renewals thereof.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment

IN WITNESS WHEREOF, the parties have hereunto set hand and seal.

ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of October 2020, by Frank Douglas Recker, President on behalf of Modular Life Solutions, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public - State of Florida



DONNA JEAN DAVIS
Commission # GG 138972
Expires September 22, 2021
Bonded Thru Budget Notary Services

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of October 2020, by Frank Douglas Recker, President on behalf of EdgePresence, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public - State of Florida



DONNA JEAN DAVIS
Commission # GG 136972
Expires September 22, 2021
Served thru Budget Notary Services

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of the ___ day of _____, 2020 ("Effective Date") between MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company (the "Assignor"), and EDGEPRESENCE, LLC, a Florida limited liability company (the "Assignee").

Background Facts. Assignor has registered a trademark with the United States Patent and Trademark Office; [REDACTED]

[REDACTED] Assignor wishes to formalize the assignment to Assignee of all rights, title and interests to the trademark. Assignor and Assignee agree that Assignee is successor to that portion of Assignor's business to which the Assigned Trademark, as defined below, pertains. Therefore, the parties agree as follows:

1. Assignment: Assignor hereby assigns, transfers and conveys to Assignee any and all rights, title and interests Assignor may have or accrue in the Assigned Trademark, together with the goodwill respectively symbolized thereby, together with all renewals thereof; the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor; and all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future causes of action (either in law or in equity) arising out of or related to any infringements or violation thereof. The term "Assigned Trademark" shall mean US Trademark Serial Number 88120256 for the wordmark "*Edgepod*", including all re-issues thereof. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

2. Recordation: The Assignment attached as Exhibit A is incorporated herein and made a part hereof by this reference. Assignor shall execute the Assignment and deliver the executed original to Assignee within ten (10) days after execution of this Agreement. Assignee may record the executed Assignment with any governmental authority, including the United States Patent and Trademark Office.

3. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

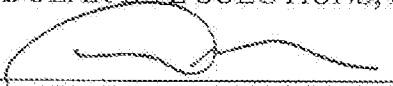
4. Additional Terms. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute a single agreement. The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of Florida, without reference to choice of law principles that may direct application of the law of another state. The parties intend to be legally bound by this Agreement. This Agreement

may be modified or amended only by written agreement of the parties hereto. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect. Upon request by any party, the requested party shall promptly execute, acknowledge and deliver such further instruments and perform such further acts as may be reasonably necessary and proper for the requesting party to exercise its rights under this Agreement or for the requested party to carry out its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

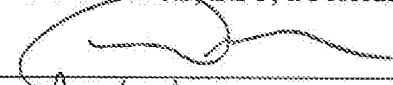
ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By: 
Its CEO

ASSIGNEE:

EDGEPRESENCE LLC, a Florida limited liability company

By: 
Its President

ASSIGNMENT

Whereas Assignor is the owner of US Trademark Serial Number 88120256 for the wordmark "Edgepod" (the "Trademark").

Whereas, for valuable consideration, the receipt of which is hereby acknowledged, Assignor has agreed to convey all rights, title and interests in and to the Trademark to Edge Presence, LLC a Florida limited liability company ("Assignee"), and Assignor desires to formalize the conveyance of all rights, title and interests in and to the same to Assignee;

Now, intending to be legally bound, Assignor, hereby agrees as follows:

Assignor hereby conveys, assigns, sells and transfers to Assignee all rights, title and interests in and to the Trademark together with the goodwill respectively symbolized thereby, together with all renewals thereof; the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor; and all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future causes of action (either in law or in equity) arising out of or related to any infringements or violation thereof.

Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

IN WITNESS WHEREOF, the parties have hereunto set hand and seal.

ASSIGNOR:


MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this XI day of October 2020, by Frank Douglas Recker, President on behalf of Modular Life Solutions, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public - State of Florida

 DONNA JEAN DAVIS
Commission # GG 134872
Expires September 22, 2021
Bonded Through Notary Services

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company

By: [Signature]
Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of October 2020, by Frank Douglas Recker, President on behalf of EdgePresence, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

[Signature]
Notary Public – State of Florida



DONNA JEAN DAVIS
Commission # GG 136972
Expires September 22, 2021
Bonded thru Budget Notary Services

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2020 ("Effective Date") between MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company (the "Assignor"), and EDGEPRESENCE, LLC, a Florida limited liability company (the "Assignee").

Background Facts. Assignor has registered a trademark with the United States Patent and Trademark Office: [REDACTED]

[REDACTED] Assignor wishes to formalize the assignment to Assignee of all rights, title and interests to the trademark. Assignor and Assignee agree that Assignee is successor to that portion of Assignor's business to which the Assigned Trademark, as defined below, pertains. Therefore, the parties agree as follows:

1. Assignment: Assignor hereby assigns, transfers and conveys to Assignee any and all rights, title and interests Assignor may have or accrue in the Assigned Trademark, together with the goodwill respectively symbolized thereby, together with all renewals thereof; the right to sue for damages, injunctive relief or any other remedy or otherwise recover therefor; and all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future causes of action (either in law or in equity) arising out of or related to any infringements or violation thereof. The term "Assigned Trademark" shall mean US Trademark Serial Number 88146850 for the wordmark "*EdgePresence*", including all re-issues thereof. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Agreement.

2. Recordation: The Assignment attached as Exhibit A is incorporated herein and made a part hereof by this reference. Assignor shall execute the Assignment and deliver the executed original to Assignee within ten (10) days after execution of this Agreement. Assignee may record the executed Assignment with any governmental authority, including the United States Patent and Trademark Office.

3. Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, and supersedes all prior or contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.

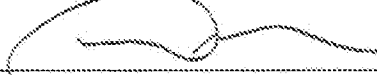
4. Additional Terms. This Agreement may be executed in any number of separate counterparts, each of which shall collectively and separately constitute a single agreement. The validity, interpretation and performance of this Agreement shall be governed by the laws of the state of Florida, without reference to choice of law principles that may direct application of the law of another state. The parties intend to be legally bound by this Agreement. This Agreement

may be modified or amended only by written agreement of the parties hereto. If any provision of this Agreement is found or declared to be invalid or unenforceable by any court or other competent authority having jurisdiction, such finding or declaration shall not invalidate any other provision hereof, and this Agreement shall thereafter continue in full force and effect. Upon request by any party, the requested party shall promptly execute, acknowledge and deliver such further instruments and perform such further acts as may be reasonably necessary and proper for the requesting party to exercise its rights under this Agreement or for the requested party to carry out its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

ASSIGNOR:

MODULAR LIFE SOLUTIONS, LLC, a Florida limited liability company

By: 
Its CEO

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company

By: 
Its President

EXHIBIT A

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TRADEMARK
REEL: 007163 FRAME: 0626

ASSIGNEE:

EDGEPRESENCE, LLC, a Florida limited liability company

By: _____

Frank Douglas Recker, President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of October 2020, by Frank Douglas Recker, President on behalf of EdgePresence, LLC, a Florida limited liability company. Frank Douglas Recker is personally known to me or has produced _____ as identification.

Donna Jean Davis
Notary Public - State of Florida



DONNA JEAN DAVIS
Commission # GG 136972
Expires September 22, 2021
Bonded Through Notary Services

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