

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	12/14/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CaptureLife, Inc.		01/20/2021	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ImageQuix, LLC		
<b>Street Address:</b>	2123 Old Spartanburg Road, #200		
<b>City:</b>	Greer		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29650		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4732758	CAPTURELIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032912400		
<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>	3032912381		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Sabrina J. Danielson		
<b>Address Line 1:</b>	1201 Third Avenue Suite 4900		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	127402-0046		
<b>NAME OF SUBMITTER:</b>	Sabrina J. Danielson		
<b>SIGNATURE:</b>	/Sabrina J. Danielson/		
<b>DATE SIGNED:</b>	01/25/2021		
<b>Total Attachments: 4</b>			
source=CaptureLife - EXECUTED Trademark Assignment#page1.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Assignment*”), effective as of December 14, 2020, is made by and between CaptureLife, Inc., a Virginia corporation, with an address at 5200 Plain Tree Way, Haymarket, Virginia 20169 (“*Assignor*”) and ImageQuix, LLC, a South Carolina limited liability company, with an address at 2123 Old Spartanburg Road, #200, Greer, South Carolina 29650 (“*Assignee*”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of December 14, 2020 (the “*Purchase Agreement*”), and that certain Assignment of Intellectual Property Rights, dated as of December 14, 2020 (the “*Intellectual Property Assignment*”), pursuant to which Assignor has agreed to sell, transfer, and assign, and Assignee has agreed to buy and acquire certain assets, including the trademark as set forth in **Schedule A**, on the terms and conditions set forth in the Purchase Agreement and the Intellectual Property Assignment;

WHEREAS, Assignor owns all rights, title, and interest in and to the trademark as set forth in **Schedule A** attached hereto and incorporated herewith and all corresponding common law rights appurtenant thereto, as well as all registrations, pending applications, and all other filings for the trademark, the goodwill of the business associated with and symbolized by the trademark, and the portion of the business associated therewith (hereinafter collectively referred to as the “*Trademark*”);

WHEREAS, Assignee desires to purchase, acquire and accept Assignor’s rights, title, and interest in and to the Trademark, all registrations, pending applications, and all other filings for the Trademark, the corresponding goodwill of the business associated with and symbolized by the Trademark, all common law rights appurtenant thereto, and the portion of the business associated therewith;

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

1. Assignor does hereby sell, assign, and transfer, to Assignee all worldwide rights, title, and interest in and to the Trademark identified in **Schedule A**, including all registrations, pending applications, and all other filings of any of the foregoing, all renewals of any of the foregoing, the goodwill of the business associated with and symbolized by the Trademark, the portion of the business associated exclusively therewith, all common law rights appurtenant thereto, and the right to claim priority rights deriving from any of the foregoing, and the right to sue for, recover damages and profits for, and settle and release past, present, and future infringement of any of the foregoing.

2. Assignor hereby warrants that it has not pledged, mortgaged, assigned, transferred, or otherwise granted any rights or interests in the Trademark to any third party.

3. Assignor agrees to execute all instruments and documents and do such additional acts as Assignee may deem necessary or desirable to effect, evidence, record, and perfect the assignment and recordation of the rights being assigned hereunder. If Assignee is unable for any

reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its attorneys-in-fact, with full power of substitution to act for and on their behalf and instead of Assignor to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. The parties may execute this agreement in counterparts, each of which together shall be deemed the complete and fully executed agreement.


5. This agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective heirs, successors, and assigns.

6. The parties are signing this Trademark Assignment effective as of December 14, 2020 ("***Effective Date***"). This Trademark Assignment is expressly made NUNC PRO TUNC, with this Trademark Assignment to have the same legal force and effect as if executed on the Effective Date.

(Signature Page Follows)

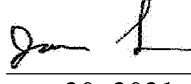
**ASSIGNOR**

**CAPTURELIFE, INC.**

Signature:   
Date: January 20, 2021  
Name: Scott DeFusco  
Title: Chief Executive Officer

**ASSIGNEE**

**IMAGEQUIX, LLC**

Signature:   
Date: January 20, 2021  
Name: James Linden  
Title: Treasurer

**SCHEDULE A**

<b>MARK</b>	<b>APP. DATE</b>	<b>APP. NUMBER</b>	<b>REG. DATE</b>	<b>REG. DATE</b>	<b>GOODS/SERVICES</b>
CAPTURELIFE	<b>App</b> 86183919	<b>App</b> 04- FEB-2014	<b>Reg</b> 4732758	<b>Reg</b> 05- MAY-2015	<b>INT. CL. 9</b> COMPUTER APPLICATION SOFTWARE FOR MOBILE PHONES AND TABLETS AND DESKTOP DEVICES, NAMELY, SOFTWARE FOR STORING, ORGANIZING AND SHARING DIGITAL PHOTOGRAPHS AND IMAGES