

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM641861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PTX Tech LLC		03/01/2021	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Ryan, LLC		
Street Address:	13155 Noel Road, Suite 100		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75240		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6198191	TAXFEED	
CORRESPONDENCE DATA			
Fax Number:	2142064330		
<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:	2142064300		
Email:	trina@richardlawgroup.com		
Correspondent Name:	Molly Buck Richard		
Address Line 1:	13355 Noel Road, Suite 1350		
Address Line 4:	Dallas, TEXAS 75240		
NAME OF SUBMITTER:	Molly Buck Richard		
SIGNATURE:	/Molly Buck Richard/		
DATE SIGNED:	04/24/2021		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of March 1, 2021, is by and between **RYAN, LLC**, a Delaware limited liability company ("Assignee"), and **PTX TECH LLC**, a Georgia limited liability company ("Assignor"). Capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of March 1, 2021 by and among Assignor, Assignee, and the other parties signatory thereto; and

WHEREAS, the Purchase Agreement contemplates that, at the Closing, Assignor will sell, assign, transfer, convey, and deliver to Assignee all Intellectual Property owned by Assignor used in the Business (the "Assigned IP"), free and clear of all Liens (other than Permitted Liens); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Assigned IP, as contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Assignment of Trademarks/Service Marks. Effective as of the date hereof, Assignor sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee accepts, all right, title and interest of Assignor in and to (i) the trademarks set forth in Schedule I hereto and (ii) the registrations and applications for registration thereof (the "Assigned Trademarks").

2. Assignment of Domain Names and Social Media Handles. Effective as of the date hereof, Assignor sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee accepts, all right, title and interest of Assignor in and to (i) the domain names and applications for registration thereof and (ii) social media handles, in each case set forth in Schedule II hereto (the "Assigned Domain Names and Handles").

3. Transfer of Intangible Assets. Effective as of the date hereof, Assignor sells, assigns, transfers, conveys, and delivers to Assignee, and Assignee accepts, all right, title and interest of Assignor in and to the goodwill and all other intangible assets currently used exclusively in connection with the Business, including, without limitation, if and to the extent in existence, any and all trade secrets, inventions, discoveries, designs, copyrights, unregistered trademarks and service marks, and other intellectual property, know-how, manufacturing methods and processes (the "Assigned Intangible Assets").

4. Further Rights. The rights transferred and assigned hereby shall include, with respect to the Assigned IP, (i) all the goodwill of the Business connected with the use thereof and symbolized thereby; (ii) all income, royalties, and payments in connection therewith; (iii) the right, if any, to sue and recover for any and all past, present and future infringements or improper activities in connection therewith.

5. Authorization. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and the appropriate empowered officials of the relevant States or other appropriate jurisdictions (including any domain name registrar and social media platforms) to transfer all registrations and applications for the Assigned IP to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may reasonably direct, in accordance with this Assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark, service mark or other intellectual property included in the Assigned IP, in accordance with this Assignment.

6. Subject to the Purchase Agreement. Notwithstanding any other term herein, this Assignment is executed and delivered pursuant to the Purchase Agreement and is subject to the Purchase Agreement. To the extent that any term of this Assignment and any term in the Purchase Agreement conflict, such term of the Purchase Agreement will control, except that the Schedules attached to this Assignment shall take precedence over the schedules to the Purchase Agreement for purposes of this Assignment.

7. Further Actions. Each of the Parties hereto covenants and agrees, from time to time, to make, execute and deliver any and all such other and further instruments or documents and do any and all such acts and/or things as the other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated herein, including, without limitation, execution of other documents and assistance in obtaining necessary endorsements by previous owners (if any) of any of the Assigned IP.

8. Burden and Benefit; No Third Party Beneficiaries. This Assignment is binding upon, and shall inure to the benefit of, the Parties hereto and their respective beneficiaries, successors and assigns. Nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

9. Governing Law. The Parties hereto agree that the law of the State of Delaware shall govern the validity, interpretation, construction and performance of this Assignment, regardless of any conflict of law doctrines applicable to the States in which the Parties reside or in which the claim arises.

10. Severability. If any provision of this Assignment is held to be invalid or unenforceable, such will not affect the validity or enforceability of the other provisions of this Assignment. Upon such determination, 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 by this Assignment are consummated as originally contemplated to the greatest extent possible.

11. Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same agreement. Electronic transmission signatures shall suffice for execution hereof.

12. Section and Subsection Headings. Section and subsection headings inserted in this Assignment are for convenience only and shall not be deemed to have any legal effect whatsoever in the interpretation of this Assignment.

Signature Page Follows

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the parties hereto as of the date first above written.

ASSIGNOR:

PTX TECH LLC, a Georgia limited liability company

By: 

Name: Stephen Wicks

Title: Chief Executive Officer

ASSIGNEE:

RYAN, LLC, a Delaware limited liability company

By: _____

Name: G. Brint Ryan

Title: Chairman & CEO

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by the parties hereto as of the date first above written.

ASSIGNOR:

PTX TECH LLC, a Georgia limited liability company

By: _____

Name: Stephen Wicks

Title: Chief Executive Officer

ASSIGNEE:

RYAN, LLC, a Delaware limited liability company

By: *G. Brint Ryan*

Name: G. Brint Ryan

Title: Chairman & CEO

SCHEDULE I

Assigned Trademarks/Service Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Filing Date / Notice of Allowance Issue Date</i>	<i>Application Number(s)</i>
TaxFeed	Federal	Registered November 17, 2020	Reg. No. 6,198,191
TaxSets	N/A	N/A	Unregistered
TaxView	N/A	N/A	Unregistered

SCHEDULE II

Assigned Domain Names and Handles

<i>Domain</i>	<i>Expiration</i>	<i>Registrar</i>
assessmentroll.com	19-Sep-21	Namecheap
eassessmentroll.biz	8-Jan-22	Namecheap
eassessmentroll.com	9-Jan-22	Namecheap
eassessmentroll.info	9-Jan-22	Namecheap
eassessmentroll.net	9-Jan-22	Namecheap
eassessmentroll.org	9-Jan-22	Namecheap
etaxroll.biz	8-Jan-22	Namecheap
etaxroll.com	9-Jan-22	Namecheap
etaxroll.info	9-Jan-22	Namecheap
etaxroll.net	9-Jan-22	Namecheap
etaxroll.org	9-Jan-22	Namecheap
propertytaxfeed.com	27-Feb-22	Namecheap
propertytaxview.com	27-Feb-22	Namecheap
proptaxfeed.com	27-Feb-22	Namecheap
proptaxview.com	27-Feb-22	Namecheap
ptxco.biz	15-Apr-21	Namecheap
ptxco.com	16-Apr-21	Namecheap
ptxco.info	16-Apr-21	Namecheap
ptxco.net	16-Apr-21	Namecheap
ptxco.org	16-Apr-21	Namecheap
ptxconsulting.com	16-Apr-21	Namecheap
ptxdata.biz	15-Apr-21	Namecheap
ptxdata.com	16-Apr-21	Namecheap
ptxdata.info	16-Apr-21	Namecheap
ptxdata.net	16-Apr-21	Namecheap
ptxdata.org	16-Apr-21	Namecheap
ptxservices.com	16-Apr-21	Namecheap
ptxtech.biz	15-Apr-21	Namecheap
ptxtech.com	16-Apr-21	Namecheap
ptxtech.info	16-Apr-21	Namecheap
ptxtech.net	16-Apr-21	Namecheap
ptxtech.org	16-Apr-21	Namecheap
ptxtechnologies.com	16-Apr-21	Namecheap
ptxtechnology.com	16-Apr-21	Namecheap
taxconsol.com	27-Feb-22	Namecheap
taxconsole.com	27-Feb-22	Namecheap

<i>Social Media Platform</i>	<i>Handle</i>
Facebook	https://www.facebook.com/ptxttech
LinkedIn	https://www.linkedin.com/company/ptxttech
Twitter	https://twitter.com/PTXTech
Website	https://ptxttech.com/