OP \$40.00 5875049

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM666853

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| Evans Strategic Communications, LLC | | 08/10/2021 | Limited Liability Company: PENNSYLVANIA |

RECEIVING PARTY DATA

| Name: | Dynamic Communities, LLC | |
|-----------------|-------------------------------------|--|
| Street Address: | 5415 West Sligh Ave., Suite 102 | |
| City: | Tampa | |
| State/Country: | FLORIDA | |
| Postal Code: | 33634 | |
| Entity Type: | Limited Liability Company: DELAWARE | |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|------------|
| Registration Number: | 5875049 | CLOUD WARS |

CORRESPONDENCE DATA

Fax Number: 3122645618

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.

Phone: 312-377-9592

Email: kkauffman@stuklaw.com

Correspondent Name: Kurt Kauffman

Address Line 1: 414 N. Orleans St #210
Address Line 4: Chicago, ILLINOIS 60654

| NAME OF SUBMITTER: Kurt A. Kauffman | |
|-------------------------------------|------------|
| SIGNATURE: | /KAK/ |
| DATE SIGNED: | 08/11/2021 |

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "<u>Agreement</u>") is entered as of August 10, 2021 (the "<u>Effective Date</u>"), by and between Cloud Wars Media, LLC, a Pennsylvania limited liability company, Evans Strategic Communications, LLC, a Pennsylvania limited liability company, and Robert A. Evans (collectively, the "<u>Assignor</u>"), and Dynamic Communities, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the intellectual property assets set forth on the attached Exhibit A: and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, and capitalized terms not defined in this Agreement shall have the meanings set forth in the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged:

- 1. <u>Assignment</u>. Assignor contributes, conveys, assigns and otherwise transfers to Assignee exclusively throughout the world all right, title and interest in and to all Intellectual Property, including but not limited to those specific items described in <u>Exhibit A</u> (the "<u>Assets</u>"), together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of unauthorized use of the Assets, along with the right to sue for infringement and other violations and collect same for Assignee's sole use and enjoyment.
- 2. Further Assurances. Assignor agrees to assist Assignee in every proper way to evidence, record and perfect the Section 1 assignment and to apply for and obtain recordation of and from time to time secure, enforce, maintain and defend the assigned rights to the Assets. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document requested by Assignee under this Section 2, Assignor irrevocably designates and appoints the Assignee and its duly authorized officers and agents Assignor's agents and attorneys-in-fact, coupled with an interest and with full power of substitution, to act for and on Assignor's 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.

3. Third Party Approvals.

- 3.1 Assignor shall use best efforts to secure any consents, waivers, approvals, orders or authorizations of a third party necessary for the effective transfer or assignment of any contract (each a "Conveyed Contract") by the Company to the Assignee (collectively, "Third Party Approvals") as promptly as practicable.
- 3.2 Assignor authorizes each appropriate registrar to transfer the ownership and control of any trademark and domain names to Assignee.
- 3.3 As of, and following, the Effective Date, until each Third Party Approval has been obtained, the Assignee shall, to the full extent permitted by such Conveyed Contract and applicable law (i) automatically obtain from Company all economic claims, rights and benefits under such Conveyed Contract (including the rights to subcontract, sub-license or sub-lease), (ii) assume any related economic

TRADEMARK REEL: 007387 FRAME: 0979 burden arising after the Effective Date, and (iii) perform and discharge the obligations of Assignor. Assignor shall continue to hold such Conveyed Contract until the earliest to occur of (x) the expiration of the remaining term and any extensions requested by Assignee of such Conveyed Contract, (y) the termination of such Conveyed Contract in accordance with its terms, or (z) the date on which the Third Party Approval for such Conveyed Contract is obtained.

4. <u>Miscellaneous</u>. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. If Assignor is more than one individual or entity, each shall be jointly and severally responsible for all obligations in this Agreement. This Agreement shall be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by fax or email transmission in .pdf of similar format shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties executed this Intellectual Property Assignment Agreement on the Effective Date indicated above.

ASSIGNOR

CLOUD WARS MEDIA, LLC

DYNAMIC COMMUNITIES, LLC

By:

Name: Robert A. Evans
Title: Member

By:

EVANS STRATEGIC COMMUNICATIONS, LLC

By:

Name: Robert A. Evans
Title: Member

Robert A. Evans
Title: Member

burden arising after the Effective Date, and (iii) perform and discharge the obligations of Assignor. Assignor shall continue to hold such Conveyed Contract until the earliest to occur of (x) the expiration of the remaining term and any extensions requested by Assignee of such Conveyed Contract, (y) the termination of such Conveyed Contract in accordance with its terms, or (z) the date on which the Third Party Approval for such Conveyed Contract is obtained.

4. <u>Miscellaneous</u>. No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. If Assignor is more than one individual or entity, each shall be jointly and severally responsible for all obligations in this Agreement. This Agreement shall be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by fax or email transmission in .pdf of similar format shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties executed this Intellectual Property Assignment Agreement on the Effective Date indicated above.

| ASSIGNOR | ASSIGNEE |
|-------------------------------|--------------------------|
| CLOUD WARS MEDIA, LLC | DYNAMIC COMMUNITIES, LLC |
| By: | Michael Konstas By: |
| Name: Robert A. Evans | Name: Michael Konstas |
| Title: Member | Title: CFO |
| EVANS STRATEGIC COMMUNICATION | S, LLC |
| Ву: | |
| Name: Robert A. Evans | |
| Title: Member | |
| Robert A. Evans, individually | |

EXHIBIT A

Intellectual Property

All Intellectual Property, as defined in the Purchase Agreement, including without limitation the following and all relating content:

Trade Names / Logos

- The exclusive right to use the name "Cloud Wars" and all related logos and designs.

Trademarks

- CLOUD WARS -- U.S. Reg. No. 5,875,049

Domains and Websites

- cloudwars.co
- cloudwars.us
- industrycloudreport.com
- industrycloudwars.com
- theindustrycloud.co
- experienceeconomy.co

Social Media + Marketing Channels

Twitter @bobevanslT

RECORDED: 08/11/2021

- LinkedIn https://www.linkedin.com/in/bobevansit/
- YouTube https://www.youtube.com/channel/UCjN6p-IdHaYoKJpGlbHbYQg
- Youtube user ID jN6p-IdHaYoKJpGlbHbYQg
- Youtube channel ID UCjN6p-IdHaYoKJpGlbHbYQg
- MailChimp ella@bluewing.co

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