

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM691693

<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>
Salty Dot, Inc.		11/23/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Embedded Insurance, Inc.		
<b>Street Address:</b>	1389 Center Dr. Suite 200		
<b>City:</b>	Park City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84098		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5883699	BENEZEN	
<b>Registration Number:</b>	5887036	RED APPLE SOLUTIONS	
<b>Registration Number:</b>	5674818	INSURESPACE	
<b>Registration Number:</b>	5674686	INSURESPACE	
<b>Registration Number:</b>	5562645	AP ASSURE POINT	
<b>Registration Number:</b>	5562643	ASSURE POINT	
<b>Registration Number:</b>	6135265	EMBEDDED INSURANCE	
<b>Registration Number:</b>	6135264	EMBEDDED INSURANCE	
<b>Serial Number:</b>	90149864	EMBEDDED BENEFITS	
<b>Serial Number:</b>	90149869	EMBEDDED BENEFITS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	ip@milgromlaw.com		
<b>Correspondent Name:</b>	Jonathan Milgrom		
<b>Address Line 1:</b>	1550 Larimer Street, #503		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Laura Marmulstein		

OP \$265.00 5883699

<b>SIGNATURE:</b>	/Laura Marmulstein/
<b>DATE SIGNED:</b>	12/01/2021
<b>Total Attachments: 7</b> source=Salty_Embedded_TM Assignment#page1.tif source=Salty_Embedded_TM Assignment#page2.tif source=Salty_Embedded_TM Assignment#page3.tif source=Salty_Embedded_TM Assignment#page4.tif source=Salty_Embedded_TM Assignment#page5.tif source=Salty_Embedded_TM Assignment#page6.tif source=Salty_Embedded_TM Assignment#page7.tif	

## TRADEMARK ASSIGNMENT, COEXISTENCE, AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark Assignment and Domain Name Assignment Agreement (this “*Agreement*”) is made and entered into as of November 23, 2021 by and among Salty DOT, Inc., a Delaware corporation (the “*Assignee*”) and Embedded Insurance, Inc. a Delaware corporation (the “*Assignor*”). Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the Assignee and CDK Global Ventures, Inc., an affiliate of the Assignor, are parties to that certain Restricted Stock Purchase Agreement dated as of even date herewith (the “*Purchase Agreement*”), pursuant to which as consideration for the Shares to be issued to the Purchaser thereunder, Assignor, an affiliate of Purchaser, has agreed to transfer to Assignee all of the Assignor’s right, title and interest in and to all of the trademarks, service marks, and trade names together with the goodwill associated with and symbolized by them listed in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the “*Assigned Trademarks*”).

WHEREAS, the Assignor is the owner of all right, title and interest in the domain names listed in Schedule A hereto, together with the goodwill associated with and symbolized by them (all such domain names hereinafter referred to as the “*Assigned Domain Names*”) and as consideration for the Shares to be issued to the Purchaser thereunder, Assignor, an affiliate of Purchaser, has agreed to transfer to Assignee all of the Assignor’s right, title and interest in and to the Assigned Domain Names.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties hereby agree as follows

1. **Assignment.**

a. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title, trademark protection and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

b. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Domain Names.

2. **Representation by Assignor.** Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor

has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the right, title, and interest herein conveyed.

3. **Coexistence.** Each of the Assignor and Assignee acknowledge that Assignor retains certain marks and domains incorporating the term “embedded insurance” (the “*Retained Marks*”) and will continue to use the Retained Marks. Assignor agrees not to object to Assignee’s use of the Assigned Trademarks and Assignee agrees not to object to Assignor’s use of the Retained Marks. The parties acknowledge and agree that in view of the differences between the parties’ respective target markets and channels of trade, confusion between the parties’ respective goods, services and business is unlikely. The parties further acknowledge and agree that if either party receives a direct inquiry related to the goods and/or services of the other authorized hereunder, the party receiving such inquiry will use its reasonable efforts to direct that inquiry to the appropriate party and both parties will take reasonable mutually acceptable steps to prevent further instances of misdirected inquiries or confusion. Further, neither party purports to claim or object to use of the words “embedded insurance” in a purely descriptive manner.

4. **Further Assurances.**

a. Assignor will, if reasonably requested by the Assignee, promptly execute, acknowledge and deliver or cause to be executed, acknowledged or delivered, any and all such further conveyances or instruments as may be necessary or proper in order to complete any and all assignments and conveyances herein provided, including without limitation taking all steps required by the current procedures promulgated by the domain’s registrar to transfer the Assigned Domain Names to Assignee.

b. Assignor further agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state, national, international intellectual property offices throughout the world.

5. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except in writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument. Electronic signatures will have the same weight and effect as originals.

6. **Governing Law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Delaware without reference to such state’s principles of conflicts of law that would require the application of laws of another jurisdiction.

7. **Jurisdiction.** Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware and the Federal courts of the United States of America located in

the State of Delaware, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

**ASSIGNOR**

**ASSIGNEE**

**SALTY DOT, INC.**

**EMBEDDED INSURANCE INC.**

By: lee J Brunz

By: J-H

Name: lee J Brunz

Name: James Hall

Title: President

Title: CEO