

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM744503

<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>
E. ORIOLI'S ESSI SYSTEMS, INC.		06/15/2022	Corporation: CALIFORNIA
ESSI SYSTEMS, INC.		06/15/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WORKPLACE OPTIONS, LLC		
<b>Street Address:</b>	2912 HIGHWOODS BLVD, SUITE 100		
<b>City:</b>	RALEIGH		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27604		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90057227	CREATE A LIFE YOU CAN LOVE	
<b>Serial Number:</b>	90039599	BE RESILIENT	
<b>Registration Number:</b>	3576611	21 DAY CLUB	
<b>Registration Number:</b>	1794921	TEAM MAP	
<b>Registration Number:</b>	1563342	STRESSMAP	
<b>Registration Number:</b>	2673787	RESILIENCY MAP	
<b>Registration Number:</b>	1629157	ESSI SYSTEMS	
<b>Registration Number:</b>	1634552	ESSI	
<b>Registration Number:</b>	2266010	EQ MAP	
<b>Registration Number:</b>	1630029		
<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>	corplegal@workplaceoptions.com		
<b>Correspondent Name:</b>	WORKPLACE OPTIONS, LLC		
<b>Address Line 1:</b>	2912 HIGHWOODS BLVD, SUITE 100		
<b>Address Line 4:</b>	RALEIGH, NORTH CAROLINA 27604		

OP \$265.00 90057227

<b>NAME OF SUBMITTER:</b>	Trudy Phillip
<b>SIGNATURE:</b>	/Trudy Phillip/
<b>DATE SIGNED:</b>	07/29/2022
<b>Total Attachments: 15</b> source=IP Assignment Agreement (WMSRev2)_signed#page1.tif source=IP Assignment Agreement (WMSRev2)_signed#page2.tif source=IP Assignment Agreement (WMSRev2)_signed#page3.tif source=IP Assignment Agreement (WMSRev2)_signed#page4.tif source=IP Assignment Agreement (WMSRev2)_signed#page5.tif source=IP Assignment Agreement (WMSRev2)_signed#page6.tif source=IP Assignment Agreement (WMSRev2)_signed#page7.tif source=IP Assignment Agreement (WMSRev2)_signed#page8.tif source=IP Assignment Agreement (WMSRev2)_signed#page9.tif source=IP Assignment Agreement (WMSRev2)_signed#page10.tif source=IP Assignment Agreement (WMSRev2)_signed#page11.tif source=IP Assignment Agreement (WMSRev2)_signed#page12.tif source=IP Assignment Agreement (WMSRev2)_signed#page13.tif source=IP Assignment Agreement (WMSRev2)_signed#page14.tif source=IP Assignment Agreement (WMSRev2)_signed#page15.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made as of June 15, 2022, by and between E. Orioli's Essi Systems, Inc., a California corporation with a business address of 1828 Delaware Street #1, Berkeley, CA 94703, Essi Systems, Inc., a California corporation, (E. Orioli's Essi Systems, Inc. and Essi Systems, Inc., together, “Assignors”), and Workplace Options, LLC, a Delaware limited liability company with a business address of 2912 Highwoods Blvd, Raleigh, NC 27604 (“Assignee”).

### RECITALS

A. E. Orioli's Essi Systems, Inc. and Assignee are parties to that certain Asset Purchase Agreement, dated May 9, 2022 (the “Purchase Agreement”), by and among E. Orioli's Essi Systems, Inc. and Assignee. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignors have agreed to transfer all of their right, title, and interest in and to Assignors’ Intellectual Property to Assignee.

C. Assignors own all right, title and interest in the Intellectual Property (as defined herein), including, but not limited to, all of the Intellectual Property set forth on the attached Exhibit A and common law rights in and to the Intellectual Property set forth on the attached Exhibit B.

D. Assignors desires to assign to the Assignee all of their right, title, and interest in and to the Intellectual Property, and Assignee desires to acquire the Intellectual Property.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Licensor, the parties agree as follows:

1. “Intellectual Property” means all intellectual property rights anywhere in the world, including all (a) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof, utility models, design patents, and industrial design registrations, (b) trademarks, service marks, logos, domain names, social media identifiers and accounts, trade dress, and all other source or business identifiers, together with the goodwill symbolized by any of the foregoing, (c) works of authorship, copyrights and copyrightable subject matter (whether registered or unregistered, and whether or not published), including software and software code in any form, compilations, website content, marketing collateral, and training materials (and all translations, derivative works, adaptations, compilations, and combinations of the foregoing) , and any and all moral rights therein, (d) trade secrets, processes, systems, formulas, algorithms, and all other proprietary confidential information, ideas, inventions and know-how, and (e) all data, data collections, databases, and rights pertaining thereto, and (f) all applications and registrations for the foregoing.

*[Signature Page to Intellectual Property Assignment]*

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**REEL: 007785 FRAME: 0951**

2. Assignors hereby assign, transfer, sell, convey, and deliver to Assignee all of their rights, title, and interest, in and to all of its Intellectual Property, free and clear of all encumbrances, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, including but not limited to:
  - a. All inventions, invention disclosures, discoveries and improvements (whether or not patentable), issued patents and patent applications, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof;
  - b. All trademarks, service marks, trade dress, business names, trade names (including social media corporate identifiers) designs, logos, slogans, Internet domain names, and indicia of source or origin, and all goodwill of the business associated with such trademarks, together with that portion of Assignors' respective businesses that is or are ongoing and existing to which the trademarks pertain;
  - c. All copyrights and copyrightable works, (including advertising and promotional materials, catalogs, policies and procedures, training materials, software code, compilations of data, and website content), whether registered or unregistered, and whether or not published, including all rights of authorship, use, publication, reproduction, distribution, performance, preparation of derivative works, transformation, and all rights of ownership of copyrightable works and all rights to register and obtain renewals and extensions of registrations and all other rights corresponding thereto;
  - d. All rights of publicity;
  - e. All common law rights, registrations, applications, extensions, and renewals for any of the foregoing;
  - f. All trade secrets, know-how, confidential information, ideas, processes, proprietary information, technical information, drawings and blueprints, information that derives economic value from not being generally known, and any other information that would constitute a trade secret as defined in the Uniform Trade Secrets Act and under corresponding statutory and common law;
  - g. Any other intellectual property rights;
  - h. The right to sue and recover for past infringements or misappropriations thereof and any and all corresponding rights;
  - i. All copies and tangible embodiments of the foregoing (in whatever form or medium);

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- j. The right to prepare, modify, reproduce, distribute, sell, license, or transfer the Intellectual Property, any compilations including the Intellectual Property, and any derivative works based on the Intellectual Property;
  - k. The right to assign or license the Intellectual Property;
  - l. All incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Intellectual Property;
  - m. All rights to claims, causes of action or remedies related thereto and all causes of action heretofore accrued in Assignor's favor for past, present, and future infringement of the Intellectual Property; and
  - n. The right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignors hereby authorize Assignee to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental body or public or private registrar to record and issue any and all patents, trademark registrations and trademark applications including those set forth on Exhibit A to and in the name of Assignee. Assignors agree to execute further agreements, assignments and other papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation) and to do such other acts as may be necessary or requested by Assignee to vest full title in and to the Intellectual Property in Assignee or that may be necessary to obtain, renew, issue or enforce the Intellectual Property. Assignors hereby authorize Assignee, and do hereby make, constitute, and appoint Assignee, and its officers, agents, successors, and assigns with full power of substitution as Assignors' true and lawful attorney-in-fact, with the power, in Assignee's own name or the name of Assignors, to execute any such further instruments necessary to convey title to the Intellectual Property.
4. This Assignment may be executed in any number of counterparts (including by PDF or other electronic means) and each and all thereof shall be deemed for all purposes one agreement.
5. This Assignment shall be governed by and construed in accordance with (i) the Laws of the United States, in respect to trademark, copyright, and patent issues, and (ii) the internal Laws of the State of California applicable to agreements made and to be performed entirely within the State of California.
6. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignors and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, will be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or

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**REEL: 007785 FRAME: 0953**

subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

The parties have caused this Intellectual Property Assignment to be executed as of the date first set forth above.

**ASSIGNORS:**

E. ORIOLIS ESSI SYSTEMS, INC.

*Karla Carmony*

By: \_\_\_\_\_

Name: Karla Carmony

Title:

President and CEO

ESSI SYSTEMS, INC.

*Karla Carmony*

By: \_\_\_\_\_

Name: Karla Carmony

Title:

President and CEO

**ASSIGNEE:**

Workplace Options, LLC

*AS*

By: \_\_\_\_\_

Name: Alan S. King

Title:

CEO

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**

**REEL: 007785 FRAME: 0954**

**EXHIBIT A<sup>1</sup>**

Trademarks


<b>Jurisdiction</b>	<b>Trademark Reg. No. Application No.</b>	<b>Status</b>	<b>Owner</b>	<b>Goods/Services</b>
US Federal	CREATE A LIFE YOU CAN LOVE SN: 90057227	Application pending publication, March 1, 2022 Office Status: Notice of Allowance - Issued Filed: July 16, 2020 Register Type: Principal Register	E. Orioli's Essi Systems, Inc. (California Corporation) 1828 Delaware Street, Ste. #1, Berkeley, California 94703 United States of America	Int'l Class: 44 (Int'l Class: 44) Providing psychological testing and assessing over the Internet, namely, mapping and assessing personal and professional behavior, including health, stress, resiliency, creativity, leadership, and emotional intelligence; behavioral health services, namely, determining behavior change plans and monitoring behavior change
US Federal	BE RESILIENT SN: 90039599	Pending Application, December 27, 2021 Office Status: Non-Final Action - Mailed Int'l Class: 44 First Use: October 31, 2012 Filed: July 7, 2020 Register Type: Principal Register	E. Orioli's Essi Systems, Inc. (California Corporation) 1828 Delaware Street, Ste. #1, Berkeley, California 94703 United States of America	Int'l Class: 44 (Int'l Class: 44) Providing psychological testing and assessing over the Internet, namely, mapping and assessing personal and professional behavior, including health, stress, resiliency, creativity, leadership, and emotional intelligence; behavioral health services, namely, determining behavior change plans and monitoring behavior change
US Federal	21 DAY CLUB RN: 3576611 SN: 76669168	Renewed, September 7, 2018 Office Status: Registered and Renewed Int'l Class: 44 First Use: August 31, 2004	E. Orioli's Essi Systems, Inc. (California Corporation) 1828 Delaware Street, #1, Berkeley, CA 94703 United States of America	Int'l Class: 44 (Int'l Class: 44) Providing psychological testing, assessing, and counseling over the Internet, namely, mapping and assessing personal and professional behavior, including health, stress, resiliency, creativity, leadership, and emotional intelligence; determining behavior

<sup>1</sup> Note: Please schedule all applicable IP not already included herein

Jurisdiction	Trademark Reg. No. Application No.	Status	Owner	Goods/Services
		Filed: November 17, 2006 Registered: February 17, 2009 Last Renewal: February 17, 2019 Register Type: Principal Register		change plans; and monitoring behavior change
US Federal	TEAM MAP RN: 1794921 SN: 74282874 Disclaimer: "TEAM"	Renewed, October 1, 2013 Office Status: Registered and Renewed Int'l Class: 16 First Use: January 25, 1991 Filed: June 5, 1992 Registered: September 28, 1993 Last Renewal: September 28, 2013 Register Type: Principal Register	Essi Systems, Inc. (California Corporation) 70 Otis Street, San Francisco, CA 94103 United States of America	Int'l Class: 16 (Int'l Class: 16) questionnaires, instruction sheets, printed scoring scales and assessments, and instruction manuals and action planning guides all related to stress, stress management, health, optimal performance and management practices for organizations, corporations, hospitals, universities, associations, governmental bodies, private practitioners and individuals
US Federal	STRESSMAP RN: 1563342 SN: 73786226	Renewed, December 7, 2019 Office Status: Registered and Renewed Int'l Class: 16 First Use: August, 1985 Filed: March 13, 1989 Registered: October 31, 1989 Last Renewal:	Essi Systems, Inc. (California Corporation) 1828 Delaware Street, Ste. #1, Berkeley, California 94703 United States of America	Int'l Class: 16 (Int'l Class: 16) self-scoring questionnaires, scoring grids, books, instructor manuals and participant workbooks related to stress assessment and stress management



Jurisdiction	Trademark Reg. No. Application No.	Status	Owner	Goods/Services
		October 31, 2019 Register Type: Principal Register		
US Federal	RESILIENCY MAP RN: 2673787 SN: 76113507 Disclaimer: "RESILIENCY"	Renewed, January 27, 2013 Office Status: Registered and Renewed Int'l Class: 16 First Use: April 19, 1993 Int'l Class: 42 First Use: December, 1999 Filed: August 21, 2000 Registered: January 14, 2003 Last Renewal: January 14, 2013 Register Type: Principal Register	Essi Systems, Inc. (California Corporation) 70 Otis Street, San Francisco, CA 94103 United States of America	Int'l Class: 16, 42 (Int'l Class: 16) Self-scoring questionnaires, scoring grids, interpretation guides, instructor manuals and participant workbooks related to resiliency and stress assessment, and resiliency and stress management (Int'l Class: 42) Computer services, namely on-line self- scoring questionnaires, scoring grids, interpretation guides, instructor manuals and participant workbooks, in the field of resiliency and stress assessment, and resiliency and stress management
US Federal	ESSI SYSTEMS RN: 1629157 SN: 74042034 Disclaimer: "SYSTEMS"	Renewed, April 8, 2021 Office Status: Registered and Renewed Int'l Class: 16 First Use: May, 1984 Filed: March 26, 1990 Registered: December 25, 1990 Last Renewal: December 25, 2020 Register Type: Principal Register	Essi Systems, Inc. (California Corporation) 1828 Delaware Street, Ste. #1, Berkeley, California 94703 United States of America	Int'l Class: 16 (Int'l Class: 16) self-scoring questionnaires, scoring grids, books, instructor manuals, and workbooks, all related to stress assessment and stress management, plus organizational composite maps, reports and assessments of stress, health and performance for individuals and organizations

Jurisdiction	Trademark Reg. No. Application No.	Status	Owner	Goods/Services
US Federal	ESSI RN: 1634552 SN: 74042564	Renewed, May 6, 2021 Office Status: Registered and Renewed Int'l Class: 42 First Use: May, 1984 Filed: March 26, 1990 Registered: February 5, 1991 Last Renewal: February 5, 2021 Register Type: Principal Register	Essi Systems, Inc. (California Corporation) 1828 Delaware Street, Ste. #1, Berkeley, California 94703 United States of America	Int'l Class: 42 (Int'l Class: 42) administering stress assessment tests and stress management tests for individuals and organizations; consulting services related to utilization of positive stress as a means of achieving optimal performance; mail- order services of stress assessment and stress management products; and research services related to trends of stress and health within select populations
US Federal	EQ MAP RN: 2266010 SN: 75234924 Disclaimer: "EQ"	Renewed, February 27, 2020 Office Status: Registered and Renewed Int'l Class: 16 First Use: December 11, 1995 Filed: February 3, 1997 Registered: August 3, 1999 Last Renewal: August 3, 2019 Register Type: Principal Register	Essi Systems, Inc. (California Corporation) 1828 Delaware Street, Ste. #1, Berkeley, CA 94703 United States of America	Int'l Class: 16 (Int'l Class: 16) questionnaires for psychological behavioral assessment of individuals
US Federal	Design Only 	Renewed, April 8, 2021 Office Status: Registered and Renewed	Essi Systems, Inc. (California Corporation) 1828 Delaware Street, Ste. #1,	Int'l Class: 16 (Int'l Class: 16) self-scoring questionnaires, scoring grids, books, instructor manuals, and workbooks, all related to stress

Jurisdiction	Trademark Reg. No. Application No.	Status	Owner	Goods/Services
	RN: 1630029 SN: 74042033	Int'l Class: 16 First Use: May, 1984 Filed: March 26, 1990 Registered: January 1, 1991 Last Renewal: January 1, 2021 Register Type: Principal Register	Berkeley, California 94703 United States of America	assessment and stress management, plus organizational composite maps, reports and assessments of stress, health and performance for individuals and organizations

### Copyrights

Title	Description	Status
StressMap Personal Diary Edition	Copyright Reg. No.: TX-2-201- 525 Registered: 11/13/87	Copyright registered. Expires: 12/31/2086
StressMap: The Corporate Edition	Copyright Reg. No.: Copyright Case No. 1-8188217571 Case Date: 10/23/19 Copyright: Stressmap: The Corporate Edition and Scoring Grid	Status pending
StressMap 21-Day Rule Action Planning Workbook	Copyright Reg. No.: TX-3-589-874  Registered: 06/25/93 Copyright: StressMap's 21-Day Rule Action-Planning Workbook	Copyright registered Expires: 12/31/2088 (Work For Hire)
Resiliency Map	Copyright Reg. No.: TX-8-880-600 Registered: 11/1/2019 Copyright: Resiliency Map and Scoring Grid	Copyright registered.
EQ Map	Copyright Reg. No.: Copyright Case No.: 1-7225880421 Filed: 2/1/19 Copyright: EQ Map: Mapping Your Emotional Intelligence, Interpretation Guide, and Scoring Grid	Status pending
Team Map	Copyright Reg. No.: TX-3-342-044 Copyright: Team Map	Copyright registered. Registered: 06/12/92 Expires: 12/31/2087 (Work For Hire)
Team Map and StressMap Profiling System	Copyright Reg. No.:TX 3-589-875 Registered: 06/25/93	Copyright registered. Expires: 12/31/2088 (Work For Hire)

Title	Description	Status
	Copyright: Team Map and StressMap Profiling System	
Stress in the Modern Jungle	Copyright Reg. No.: TX-3-072-373 Registered: 04/29/91 Copyright: Stress in the Modern Jungle	Copyright registered. Expires: 12/31/2081 (Work for Hire)
Stress Talk	Copyright Reg. No.: TX-3-141-635 Registered: 04/29/91 Copyright: Stress Talk	Copyright registered. Expires: 12/31/2077 (Work For Hire)
The CEO Profiling System	Copyright Reg. No.: TX-3-633-868 Registered: 06/28/93 Copyright: The CEO Profiling system Expires:	Copyright registered. 12/31/2086 (Work For Hire)
Taking Control of Your Stress	Copyright Reg. No.: SR-154-624 Registered: 07/29/93 Copyright: Taking Control of Your Stress	Copyright registered. Expires: 12/31/2088 (Work For Hire)

### Domain Names

essisystems.com  
 21dayclub.com  
 21dayclub-canada.com  
 eqmap.com  
 stressmap.com  
 resiliencymap.com  
 eqmap.online  
 resiliencymaponline.com  
 my21dayclub.com  
 theloveyourlifediet.com  
 21dayconcept.com  
 my21dayrule.com  
 the21dayrule.com  
 21dayrule.com  
 measuremystress.com  
 assessyourstress.com  
 leiradio.com  
 theeqexpert.com  
 doitonthursday.com  
 myeqmap.com  
 21dayway.com  
 resiliencysolution.com  
 myresiliencysolution.com  
 buildingresiliency.com  
 buildresiliency.com  
 resiliencyrevolutionnow.com  
 aresilientyou.com

resiliencyforthepeople.com  
stressmaponline.com  
eqmaponline.com  
21dayclub-dev.com  
thechangemap.com  
the21dayclub.com  
alifyoucanlove.com  
21dayclubs.com  
21daysclub.com  
gottawanna.com  
yougottawanna.com  
21daystochange.com  
essisystems.net  
21dayclub.biz  
21dayclub.org  
21dayclub.net

Applications

21dayclub.com  
21dayclub-canada.com  
fr.21dayclub-canada.com

**EXHIBIT B**

Maps in Development

**CQ Map (Creativity Map) and VVS Map (Violence Vulnerability and Safety Map)**

Assignors assign to Assignee all existing common law rights that Assignors have in and to these Maps. The parties acknowledge that Assignor holds no common law or federal trademark rights in such intellectual property.