TRADEMARK ASSIGNMENT COVER SHEET

Stylesheet Version v1.2

Electronic Version v1.1 ETAS ID: TM757251

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ring2Media Inc.		06/16/2022	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	Quote R2M LLC	
Street Address:	c/o Osceola Capital Management, LLC	
Internal Address:	1715 N. Westshore Blvd.	
City:	Tampa	
State/Country:	FLORIDA	
Postal Code:	33607	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	90792405	SELECT ADVISOR

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312-372-2000

Email: jmikulina@mwe.com, tdamario@mwe.com, kdelcoure@mwe.com,

ipdocketchicago@mwe.com

Jennifer M. Mikulina **Correspondent Name:**

Address Line 1: McDermott Will & Emery LLP Address Line 2: 444 West Lake Street, Suite 4000 Address Line 4: Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	115181-0012
NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	09/23/2022

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Trademark Assignment</u>") is effective as of June 16, 2022 and is between Ring2Media Inc., a Connecticut corporation (the "<u>Assignor</u>") and Quote R2M LLC, a Delaware limited liability company (the "<u>Assignee</u>").

RECITALS

- A. The Assignor is the owner of U.S. Trademark Application Serial No. 90/792,405 filed on June 24, 2021 for SELECT ADVISOR, together with the goodwill of the business associated therewith (collectively referred to as the "Mark");
- B. Pursuant to the terms of that certain Asset Purchase Agreement dated June 16, 2022 by and among the Assignor, the Assignee and certain other parties thereto (the "<u>Purchase Agreement</u>"), the Assignor has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee;
- C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Mark relate, and that such business is ongoing; and
- D. The Assignor desires to assign all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire the Mark.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

- 1. The Assignor does hereby irrevocably sell, assign, transfer, covey and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business that is ongoing and existing to which the Mark pertains, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations

resulting from applications of the Mark or derived therefrom to the Assignee as assignee of the entire interest therein.

- 3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.
- 4. Upon reasonable request by the Assignee, the Assignor will execute further 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 reasonably requested by the Assignee to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that the Assignee shall not execute any such further papers unless the Assignor has failed to do so within five (5) business days of the Assignee's delivery to the Assignor of a written request therefor.
- 5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.
- 6. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall 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 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 Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR: ASSIGNEE:

Ring2Media Inc. Quote R2M LLC

Mark Fidel Benjamin Moe

Name: Mark Fidel Name: Benjamin Moe

Its: Chief Executive Officer Its: Manager

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RECORDED: 09/23/2022