

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900723742
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Delete, LLC		09/12/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Removery, LLC
Street Address:	1400 S Congress, Suite A270
City:	Austin
State/Country:	TEXAS
Postal Code:	78704
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	97183159	DELETE METHOD
Serial Number:	97183225	4-N-1

CORRESPONDENCE DATA

Fax Number: 8184446353

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: 818-444-6353

Email: hantoine@stubbsalderton.com

Correspondent Name: Heather A. Antoine

Address Line 1: 15260 Ventura Blvd. 20th Floor

Address Line 4: Sherman Oaks, CALIFORNIA 91403

ATTORNEY DOCKET NUMBER:	REMOVERY
NAME OF SUBMITTER:	Heather A. Antoine
SIGNATURE:	/HA/
DATE SIGNED:	12/05/2022

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “*Assignment*”) is made and entered into as of September 12, 2022 (“*Effective Date*”) by and between Delete, LLC, a Delaware limited liability company (“*Assignor*”), and Removery, LLC, a Delaware limited liability company (“*Assignee*”), each of Assignor and Assignee a “*Party*”, and collectively, the “*Parties*”.

RECITALS

WHEREAS, Assignor owns the marks listed on **Schedule A** attached hereto, and all common law rights associated therewith and all goodwill of the business associated therewith and symbolized thereby (the “*Marks*”); and

WHEREAS, concurrently with the execution and delivery of this Assignment, Assignor, Assignee, and certain other parties have entered into an Asset Purchase Agreement, dated September 12, 2022 (the “*Asset Purchase Agreement*”), under which Assignor, *inter alia*, conveys, transfers and assigns to Assignee all of Assignor’s rights, title and interest in and to certain intellectual property of Assignor, including without limitation, the Marks, and has agreed to execute and deliver this Assignment for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office (the “*USPTO*”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby established, and in consideration of the terms and conditions set forth herein, the Parties agree as follows:

1. **Definitions.**

(a) “*Assigned Property*” means the Marks, and all trademark, service mark, copyright, trade dress and similar rights, if any, incorporated in or protecting the Marks, including any logos or graphic elements included in the Marks.

(b) “*Encumbrance*” means any equitable interest, mortgage, lien, option (including any right to acquire, right of pre-emption or conversion), pledge, hypothecation, security interest, title retention, easement, encroachment, right of first refusal or negotiation, adverse ownership claim or restriction of any kind, including any restriction on transfer assignment or granting as security, or relating to quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership, or any agreement to create any of the foregoing.

(c) “*Marks*” means the trademarks and service marks described above in the Recitals and listed on **Schedule A**.

2. **Assignment; Restrictions.** Assignor hereby irrevocably and unconditionally conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to (a) the Assigned Property, together with the goodwill of the business connected with the use of, and symbolized by the Marks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule A**, the transfer of such

applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing; (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and (c) any and all royalties, fees, income, payment, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing. Assignor further irrevocably and unconditionally assigns to Assignee the right to bring all claims and causes of action with respect to any of the foregoing for past, present, and future infringement, dilution, misappropriation, misuse, breach, default or other violation (each a "**Violation**", and collectively, "**Violations**"), including all rights (but no obligation) to sue for and to receive and recover all profits and damages accruing from any Violation as well as the right to grant releases for past infringements.

3. Recordation and Further Assurances. Assignor hereby authorizes Assignee to record this Assignment with any relevant governmental authority, so as to perfect its ownership of the Assigned Property. Assignor hereby authorizes and requests the Commissioner for Trademarks of the USPTO and other empowered officials of the USPTO, officials of corresponding entities or agencies in any applicable jurisdictions, and any other relevant authority, to transfer all registrations and registration applications for the Assigned Property to Assignee as assignee of all of Assignor's right, title and interest therein, thereto and thereunder, to issue to Assignee all registrations which may issue with respect to any applications included in such Assigned Property, and to record and register this Assignment upon request by Assignee. Assignor will take all actions and provide such cooperation and assistance and execute all documents (including without limitation, any affidavits, declarations, oaths, exhibits, assignments, powers of attorney) as Assignee may reasonably request, at the expense of Assignor, to (a) effectuate evidence and perfect the above transfer and assignment to Assignee of the Assigned Property, and the vesting of complete and exclusive ownership in Assignee of the Assigned Property; and (b) provide Assignee with evidence of Assignor's rights and priority in and Assignor's use of the Assigned Property prior to the Effective Date, in any judicial, opposition, or other proceedings in respect of the Assigned Property, including for revocation of any of Assignor's rights in the Assigned Property.

4. Representations and Warranties. Assignor represents and warrants to Assignee that: (a) Assignor exclusively owns all right, title and interest in and to the Marks listed on Schedule A, free and clear of liens, security interests, and other Encumbrances, has the full right, power and authority to enter into this Assignment and perform its obligations hereunder, and the execution, delivery and performance of this Assignment by Assignor have been duly authorized by all necessary organizational action of Assignor, and when executed and delivered by both parties, this Assignment will constitute a legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms and conditions; (b) Assignor has not granted and will not grant any licenses or other rights to the Marks to any third party; (c) no Encumbrance in favor of any third party has been or will be created over any Assigned Property and no Assigned Property is subject to any Encumbrance in favor of any third party; (d) there are no legal actions, investigations, claims, or proceedings (including without limitation, any opposition or cancellation proceedings) settled, pending or threatened (including without limitation in the form or offers to obtain a license) in writing against Assignor alleging any infringement, misappropriation, dilution or other violation of the intellectual property rights of any third party based on the use or exploitation of any rights in, or otherwise relating to, the Assigned Property, challenging the

validity, enforceability, registrability, or ownership of any rights in the Assigned Property or Assignor's rights with respect thereto, or by Assignor or any third party alleging any infringement or other violation by any third party of any rights in the Assigned Property; (e) the registration, ownership, and exercise of rights in or to the Assigned Property do not and will not violate any trademark, service mark, trade dress, copyright or similar right of any third party under the laws of the United States of America or any state or territory thereof (but not, for the avoidance of doubt, the laws of any foreign country); (f) Assignor will not at any point after the Effective Date challenge the validity of the transfer or of Assignee's rights in the Assigned Property; (g) all rights in the Assigned Property are valid, subsisting, and enforceable in all applicable jurisdictions, and are not subject to any pending or threatened challenge or claim to the contrary, and no event or circumstance (including without limitation, any failure to exercise adequate quality control or any assignment in gross without the accompanying goodwill) has occurred or exists that has resulted in, or would reasonably be expected to result in, the abandonment of any Mark; (h) no person has infringed or otherwise violated, or is currently infringing or otherwise violating, any rights in the Assigned Property; (i) Assignor is in full compliance with all legal requirements applicable to the Marks and Assignor's ownership and use thereof, and all required filings and fees related to the Marks have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications have at all times been and remain in good standing; and (j) the execution, delivery, and performance by Assignor of this Assignment, and the consummation of the transactions contemplated hereby, do not and will not: violate or conflict with the certificate of incorporation, bylaws, or other organizational documents of Assignor, violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Assignment or any rights in the Assigned Property are subject, or result in the creation or imposition of any Encumbrance on the Assigned Property, and no consent, approval, waiver, or authorization is required to be obtained by Assignor from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Assignor of this Assignment, or to enable Assignee to register, own, and use any and all rights in the Assigned Property.

5. Indemnification. Assignor will defend, indemnify, and hold harmless Assignee, and Assignee's officers, directors, managers, shareholders, successors, and assigns, from and against all losses, liabilities, damages, settlements, and costs including, without limitation, reasonable attorneys' fees, expenses, penalties, judgments, claims and demands of every kind and character that Assignee, its officers, directors, shareholders, successors, and assigns may incur, suffer, or be required to pay arising out of, based upon, related to or by reason of any actual or alleged inaccuracy in breach or non-fulfillment by Assignor of any of the representations or warranties made by Assignor in Section 4 of this Assignment.

6. Prevailing Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement pertaining to the Assigned Property, assignment thereof, or any other subject matter of this Assignment, any more specific provision of this Assignment shall prevail over any more general provision of the Asset Purchase Agreement in the determination of the respective rights and obligations of the Parties as between themselves.

7. Miscellaneous.

(a) Expenses. All costs and expenses, including fees and disbursements of counsel, financial advisors, and accountants, incurred in connection with this Assignment will be paid by the Party incurring those costs and expenses.

(b) Arms-Length. Each Party acknowledges and agrees that the Assignment is the product of an arm's-length negotiation, without duress, coercion, or collusion, and will be interpreted as agreements between two Parties of equal bargaining strength.

(c) Entire Agreement. This Assignment constitutes the entire agreement between the Parties and supersedes all prior oral and written negotiations, communications, discussions, and correspondence pertaining to the subject matter of this Assignment.

(d) Amendments and Waivers. This Assignment may only be amended or modified by an instrument in writing signed by each Party.

(e) Binding Effect. This Assignment will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and permitted assigns.

(f) Governing Law. The interpretation and enforceability of this Assignment and the rights and liabilities of the Parties under this Assignment will be governed by the laws of the State of Delaware.

(g) Jurisdiction. Each Party hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of Delaware, in any suit, action or proceeding arising out of or relating to any of this Assignment. Each Party hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which that Party may raise now, or later have, to the laying of the venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. Each Party agrees that, to the fullest extent permitted by applicable law, a final judgment in any such suit, action, or proceeding brought in such a court will be conclusive and binding upon such Party, and may be enforced in any court of the jurisdiction in which such Party is or may be subject by a suit upon such judgment.

(h) Specific Performance. The Parties agree that irreparable damage would occur if any provision of the Assignment were not performed in accordance with the terms of the Assignment, and that the Parties will be entitled to seek specific performance of the terms of the Assignment, in addition to any other remedy to which they are entitled at law or in equity.

(i) Attorneys' Fees. In any suit, action, counterclaim, or arbitration brought relating to this Assignment or the breach or alleged breach of this Assignment, the prevailing Party will be entitled to recover reasonable attorneys' fees and litigation expenses. For purposes of this Section "prevailing Party" will mean: (a) a prevailing Party in any litigation as determined by a court of competent jurisdiction; and (b) a Party who agrees to dismiss an action or proceeding with prejudice upon the other's payment of the sums allegedly due or performance of covenants allegedly breached.

(j) Severability. If any provision of the Assignment is held by a court of competent jurisdiction to be invalid, unenforceable, or void, that provision will be enforced to the fullest extent permitted by applicable law, and the remainder of the Assignment will remain in full force and effect. If the time period or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum time period or scope that that court deems enforceable, then that court will reduce the time period or scope to the maximum time period or scope permitted by law. If the geographic region or scope of any provision is declared by a court of competent jurisdiction to exceed the maximum geographic region or scope that that court deems enforceable, then that court will reduce the geographic region or scope to the maximum time period or scope permitted by law.

(k) Counterparts. The Assignment and any document related to the Assignment may be executed by the Parties on any number of separate counterparts, by facsimile or email, and all of those counterparts taken together will be deemed to constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. A facsimile or portable document format (“.pdf”) signature page will constitute an original for the purposes of this Section.

(l) Interpretation. For purposes of this Assignment, the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation.” This Assignment is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Assignment to the same extent as if they were set forth verbatim herein.

[Signature Page Follows]

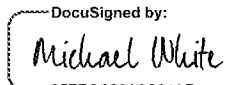
IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized representatives as of the Effective Date.

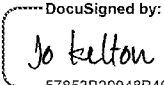
ASSIGNOR:

ASSIGNEE:

DELETE, LLC

REMOVERY, LLC

DocuSigned by:

By: 85FECC99A0C24AE
Name: Michael L. White
Under Power of Attorney for
Marcella A. White

DocuSigned by:

By: 57853B29948B401...
Name: Jo Kelton
Title: Manager

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A**LIST OF MARKS**

Mark	Serial No. and Filing Date	Registration No. and Registration Date	Int. Classes	Status
DELETE METHOD	97183159 December 21, 2021	N/A	44	Pending Registration
4-N-1	97183225 December 21, 2021	N/A	03	Pending Registration
DELETE	88048691 July 23, 2018	5696490 March 12, 2019	44	Registered
DELETEITNOW.COM	85382362 July 27, 2011	4134516 May 01, 2012	44	Registered