

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM773845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sieena, Inc.		11/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Blitz Rocks, Inc.		
Street Address:	600 B Street, Suite 300		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101-4505		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4997291	BLITZ	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	310-883-5183		
Email:	mauricio@blitzrocks.com		
Correspondent Name:	Blitz Rocks, Inc.		
Address Line 1:	600 B Street, Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92101-4505		
NAME OF SUBMITTER:	David F. Michail		
SIGNATURE:	/David F. Michail/		
DATE SIGNED:	12/13/2022		
Total Attachments: 4			
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OP \$40.00 4997291

EXHIBIT 2.7(a)(iv)

SHORT FORM ASSET SALE AND TRADEMARK ASSIGNMENT AGREEMENT

This **SHORT FORM ASSET SALE AND TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is made as of November 9, 2022 (the "Effective Date"), by and between Blitz Rocks, Inc., a Delaware corporation (the "Assignee") and Sieena, Inc., dba Definity First, a Delaware corporation ("Assignor") (each, a "Party," collectively the "Parties") and is made part of that certain Asset Purchase Agreement as of even date (the "APA") to which this Agreement is attached as Exhibit 2.7(a)(iv) (the "APA"). Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the APA).

RECITALS

WHEREAS, Assignor operates a SaaS services business under the tradename Blitz® which provides commission tracking and management capabilities (the "Business");

WHEREAS, the Parties have entered into a whereby Assignee has purchased all of Assignor's right, title and interest in and to the Assets (as defined in the APA) of the Business, including the Mark and Net Names, as well as all good will associated with the Business to the Assignee upon the terms and conditions set forth herein;

WHEREAS, Assignor owns the trademark Blitz® (USPTO Reg No. 4,997,291 – Registered July 12, 2016) (the "Mark") as well as the web domain url www.blitzrocks.com; (the "Net Names");

WHEREAS, Assignor desires to contribute, transfer and assign all of Assignor's right, title and interest in and to the Assets of the Business, including the Mark and Net Names, as well as all good will associated with the Business to the Assignee upon the terms and conditions set forth herein and the APA;

WHEREAS, in consideration of the sale of the Assets, Mark and Net Names, the Assignee agrees to pay to Assignor the sum set forth in the APA (collectively, the "Purchase Price");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Definitions.

"Assets" means the personal property and Business Contracts of the Business.

"Business Contracts" means the contracts being assigned to Company as set forth in Part 3.20(a) of the Disclosure Schedule of the APA.

"Net Names" has the meaning set forth in the recitals.

"Intellectual Property Rights" has the meaning set forth in Section 3.25(a) of the APA.

"Purchase Price" has the meanings set forth in the recitals.

2. Assignment. As of the Effective Date, Assignor hereby irrevocably grants, contributes, assigns, transfers, conveys and delivers to the Assignee all of its right, title, and interest in, of every kind and character throughout the world that it has in and to including, without limitation, all Intellectual Property Rights thereto:

- (a) the Assets
- (b) The Net Names
- (c) The Mark, including all good will associated therewith.

The foregoing assignment includes the right to and all claims for past damages, it being acknowledged and understood that it is the intention of this assignment to confer upon the Assignee Assignor's full and complete title to and ownership of the Mark, for its life, or any term allowed by law.

3. Further Acts. At the Assignee's request and expense, Assignor shall execute all documents and perform all acts reasonably necessary to perfect the assignment set forth in Section 2 above. To the extent that Assignor is unable or unwilling to effect the foregoing, Assignor hereby irrevocably appoints the Assignee full power of attorney to execute all documents and perform all acts on Assignor's behalf to perfect the Assignee's rights hereunder, and such power shall be deemed coupled with an interest.

4. Issuance of Purchase Price. On the Effective Date, and in consideration of Assignor's assignment of its rights under Section 2 above, the Assignee shall issue Assignor the Purchase Price.

5. Assignor's Representations and Warranties

Assignor hereby represents and warrants to the Assignee that: (a) Assignor has all necessary power and authority to execute and deliver this Agreement, assign its rights to the Assets, Mark and Net Names, to carry out the provisions of this Agreement; (d) Assignor has taken all action required for the lawful execution and delivery of this Agreement; (e) upon Assignor's execution and delivery, this Agreement will be a valid and binding obligation of such Assignor, enforceable in accordance with their terms; (f) to Assignor's actual knowledge, the Assets, Mark and Net Names are free and clear of all third party liens, encumbrances and claims; (g) to Assignor's actual knowledge, Assignor is not subject to any litigation that would adversely affect the assignment of the Assets, Mark and Net Names to Assignee pursuant to the terms hereof; and (h) as of the Effective Date, Assignor is not insolvent and has filed a voluntary petition (or been subject to an involuntary petition) in bankruptcy or otherwise made an assignment for the benefit of creditors.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE TRADEMARK IS ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Miscellaneous.

(a) Amendments; No Waivers. This Agreement may be amended or modified only by a written instrument executed by all Parties hereto. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial waiver or exercise thereof preclude the enforcement of any other right, power or privilege.

(b) Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of Delaware without giving effect to the choice of law provisions thereof. The Parties hereby irrevocably consent to the state and federal courts located in San Diego, California as the exclusive jurisdiction to adjudicate all disputes concerning this Agreement.

(c) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(d) Counterparts. This Agreement may be executed in two or more counterparts and signature pages may be delivered by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Successor and Assigns. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

(f) Further Assurances. Each of the Parties hereto does hereby covenant and agree on behalf of itself, its legal representatives, successors and permitted assigns, without further consideration, to prepare, execute, acknowledge, file, record, publish, and deliver such other instruments, documents and statements, and to take such other action as may be required by law or reasonably necessary to carry out the purposes of this Agreement.

(g) Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(h) Entire Agreement. This Agreement, together with the exhibits and the other agreements, instruments and other documents executed and/or delivered in connection herewith, constitute the entire agreement among the Parties pertaining to the subject matter hereof, and supersede all prior oral and written, and all contemporaneous oral, agreements and understanding pertaining hereto. There are no agreements, understandings, restrictions, warranties or representations relating to such subject matter among the Parties hereto other than those set forth herein.

(i) Survival. Sections 3, 4, 5 and 6 shall survive the Effective Date of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Asset Contribution and Trademark Assignment Agreement to be executed by their respective officers or representatives thereunto duly authorized as of the Effective Date first written above.

ASSIGNEE

ASSIGNOR

BLITZ ROCKS, INC.

SIENA, INC. DBA DEFINITY FIRST

By: DocuSigned by:
Mauricio Duran Galvan
69789988A5544C3...
Its: President

By: DocuSigned by:
Freddy Castro Sandoval
83FFB08B5BC445D...
Its: CEO