

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM784454

<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>
tZERO Group, Inc.		12/21/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	tZERO IP, LLC		
<b>Street Address:</b>	299 South Main Street		
<b>Internal Address:</b>	Suite 2270		
<b>City:</b>	Salt Lake City		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84111		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5428753	T0	
<b>Registration Number:</b>	5703528	THE TRADE IS THE SETTLEMENT	
<b>Registration Number:</b>	5775775	TRUE SETTLEMENT	
<b>Registration Number:</b>	5835051	TRADE = SETTLEMENT	
<b>Registration Number:</b>	5961682	TRADE IS SETTLEMENT	
<b>Serial Number:</b>	87507105	DLR	
<b>Registration Number:</b>	6039630	TZERO	
<b>Registration Number:</b>	5402101	TØ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9524650771		
<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>	docketing@fogglaw.com		
<b>Correspondent Name:</b>	Fogg & Powers LLC		
<b>Address Line 1:</b>	4600 W 77th Street		
<b>Address Line 2:</b>	Suite 305		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55435		
<b>ATTORNEY DOCKET NUMBER:</b>	270.037-042; 045; 046US01		

OP \$215.00 5428753

<b>NAME OF SUBMITTER:</b>	Emily J. Vandyck
<b>SIGNATURE:</b>	/Emily J. Vandyck/
<b>DATE SIGNED:</b>	02/03/2023
<b>Total Attachments: 5</b> source=Trademark Assignment Agreement Between tZERO Group, Inc. and tZERO IP, LLC (Executed) (01068947xA42DA)#page1.tif source=Trademark Assignment Agreement Between tZERO Group, Inc. and tZERO IP, LLC (Executed) (01068947xA42DA)#page2.tif source=Trademark Assignment Agreement Between tZERO Group, Inc. and tZERO IP, LLC (Executed) (01068947xA42DA)#page3.tif source=Trademark Assignment Agreement Between tZERO Group, Inc. and tZERO IP, LLC (Executed) (01068947xA42DA)#page4.tif source=Trademark Assignment Agreement Between tZERO Group, Inc. and tZERO IP, LLC (Executed) (01068947xA42DA)#page5.tif	

## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is effective as of the date of the last signature hereto between:

**tZERO Group, Inc.**, a corporation of Delaware having a place of business at 299 South Main Street, Suite 2270, Salt Lake City, UT 84111, United States, and previously being named Medici, Inc. and t0.com, Inc. (hereinafter "Assignor"); and

**tZERO IP, LLC**, a Delaware limited liability company having a place of business at 299 South Main Street, Suite 2270, Salt Lake City, UT 84111, United States (hereinafter "Assignee").

(Assignor and Assignee are collectively referred to as the "Parties".)

WHEREAS, Assignor is the owner of certain trademarks and service marks and registrations for trademarks and servicemarks defined below as Assigned Trademark Registrations and Applications;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Assigned Trademark Registrations and Applications together with all the goodwill of the business relating to the products or services on which the Assigned Trademark Registrations and Applications are used and for which they are registered; and

WHEREAS, the parties now desire to fully effectuate and document the ownership arrangement with respect to the Assigned Trademark Registrations and Applications.

NOW THEREFORE, Assignor and Assignee hereby agree as follows:

1. "Assigned Trademark Registrations and Applications" shall mean each mark, registration for mark, and associated rights owned by the Assignor (whether registered with the United States Patent and Trademark Office, another trademark office, or unregistered common law rights) including the trademark and service mark registrations and applications for trademark and service mark registration with the United States Patent and Trademark Office listed on Schedule A (entitled "Registered Trademarks and Trademark Applications for Registration") and any common law trademark and servicemark rights owned by the Assignor.

2. In exchange for good and valuable consideration, the receipt of which is acknowledged by Assignor, Assignor does hereby assign, transfer, and set over to Assignee, and Assignee does hereby accept, Assignor's entire worldwide (for all jurisdictions throughout the world, including all countries and political entities) right, title, and interest in and to the Assigned Trademark Registrations and Applications, together with: (1) the goodwill of the business relating to the products or services on

which the Assigned Trademark Registrations and Applications are used and for which they are registered; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Assigned Trademark Registrations and Applications, including without limitation, damages, and payments for past or future infringements and misappropriations of the Assigned Trademark Registrations and Applications; and (3) all rights to sue for past, present, and future infringement or misappropriations of the Assigned Trademark Registrations and Applications.

3. In an abundance of caution, the parties wish to confirm, and hereby confirm, that Assignor retains no right, title, or interest in and to the Assigned Trademark Registrations and Applications and that any right, title, or interest in and to the Assigned Trademark Registrations and Applications which Assignor may have held is assigned to Assignee.

4. This Assignment Agreement shall be binding by and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Assignor agrees to provide cooperation reasonably necessary to obtain, perfect, maintain, enforce, and defend the Assigned Trademark Registrations and Applications in the United States or any foreign country or before any international organization (such as executing and delivering confirmatory assignments, affidavits, and other documents and providing information and materials).

6. This Assignment Agreement may be executed in counterparts, and each counterpart shall constitute an original instrument, but all such separate counterparts shall constitute only one and the same instrument.

*[remainder of page intentionally left blank with signatures to follow on subsequent pages]*

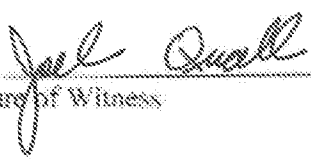
IN WITNESS whereof the parties hereto have executed this Assignment Agreement.

iZERO Group, Inc. (Assignor)

By: 

Name: David Coone  
Title: Chief Executive Officer, iZERO Group, Inc.

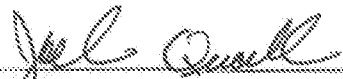
Date: 12/21/12

  
Signature of Witness

Joel Quall  
Printed Name of Witness

.....


(ZERO) IP, LLC (Assignee)

By: 

Name: Joel Qualls

Title: Chief Financial Officer, (ZERO) IP, LLC

Date: 12/21/22

  
Signature of Witness

Matthew Fitch  
Printed Name of Witness

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Schedule A

Registered Trademarks and Trademark Applications for Registration					
Mark	Country	Application No.	Filing Date	Trademark Reg. No.	Reg. Date
U	United States	86595427	4/13/2015	5428753	3/20/2018
THE TRADE IS THE SETTLEMENT	United States	86694410	7/15/2015	5701538	3/19/2019
TRUE SETTLEMENT	United States	86707705	7/28/2015	5775775	6/11/2019
TRADE - SETTLEMENT	United States	86812696	11/6/2015	5835051	8/13/2019
TRADE IS SETTLEMENT	United States	88586690	8/21/2019	5961682	1/14/2020
DLR	United States	87507105	6/27/2017		
UZLRO	United States	87718317	12/12/2017	6039650	4/28/2020
U	United States	86812682	11/6/2015	5402101	2/13/2018