

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM785536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NUSURA, LLC		01/31/2023	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Juvare IP Holding Company, LLC		
Street Address:	235 Peachtree Street NE		
Internal Address:	Suite 2300		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4216907	SIMULATIONDECK	
Registration Number:	4077156	NUSURA	
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>			
Email:	amurphy@mmlaw.com		
Correspondent Name:	AJ Murphy		
Address Line 1:	3343 Peachtree Rd. NE		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30040		
ATTORNEY DOCKET NUMBER:	34224-154917		
NAME OF SUBMITTER:	AJ Murphy		
SIGNATURE:	/AJ Murphy/		
DATE SIGNED:	02/07/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into as of the latest signature date indicated in the signature block at the end of this Assignment (the “**Effective Date**”), by and between Nusura, LLC a Colorado limited liability company (the “**Assignor**”), and Juvare IP Holding Company, LLC, a Delaware limited liability company (the “**Assignee**”) (collectively, the “**Parties**,” and singularly, each a “**Party**”).

WHEREAS, Assignor is the sole owner of all right, title, and interest in and to certain intellectual property rights, including copyrights, patents, trademarks, and domain names, including but not limited to those listed on attached Schedule A, as well as certain unregistered intellectual property rights, all further defined below in this Assignment; and

WHEREAS, the Parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to Assignor’s intellectual property rights to Assignee;

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor’s right, title and interest in and to Assignor’s intellectual property rights, including the following assignments (as set forth in more detail below, the “**Assigned IP**”):

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s rights, title and interest in and to any data, databases, know-how, materials, documentation, software (including but not limited to that certain software product having the commercial name SimulationDeck), software code, computer programs, inventions (whether or not patentable), designs, and/or works of authorship, including but not limited to, discoveries, ideas, concepts, properties, formulas, compositions, methods, programs, procedures, systems, techniques, products, improvements, innovations, writings, pictures, audio, video, images, artistic works, or any subject matter protected or protectable under patent, copyright, proprietary database, trademark, trade secret, rights of publicity, confidential information, or other property rights, including all worldwide rights therein (collectively, the “**Unregistered IP Rights**”);

(b) The Assignor hereby assigns, transfers and delivers to the Assignee, all of the Assignor’s worldwide right, title and interest in and to any and all trademark rights, including but not limited to the trademarks, trademark applications, and trademark registrations listed in Schedule A, and including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the business symbolized by the trademark rights, and the registrations and applications therefor, including all damages and profits, due or accrued, arising out of past infringements of said trademark rights, and the right to sue for and recover

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the same, free and clear of all liens, claims, security interests and other encumbrances; and

(c) The Assignor hereby assigns, transfers and delivers to the Assignee all of Assignor's worldwide right, title, and interest in and to any and all patent rights, including but not limited to the patents and patent applications listed in Schedule A, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said application and improvements thereof, including all rights to damages and profits, due or accrued, arising out of past infringements of said patents, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(d) The Assignor hereby assigns, transfers and delivers to the Assignee all Assignor's worldwide right, title and interest in and to its domain names, including but not limited to those domain names listed in Schedule A, together with all renewals and extensions thereof, and all goodwill associated therewith, and the Assignee hereby accepts such assignment, transfer, and conveyance. In connection with the foregoing, Assignor hereby irrevocably authorizes GoDaddy.com, LLC, or other appropriate registrar, to transfer its domain names to Assignee or to such nominee as the Assignee may designate in writing to the Assignor on the date hereof.

(e) The Assignor hereby assigns, transfers and delivers to the Assignee all of Assignor's worldwide right, title, and interest in and to any and all copyright rights, including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

2. Cooperation and Recordation. The Assignor hereby agrees to cooperate with the Assignee as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Assigned IP, and the Assignor agrees to execute and deliver all documents and to take all such other actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment, including, without limitation, cooperating with the Assignee to perfect the transfer of the Assigned IP hereunder and, if appropriate, to assure that the transfer of the Assigned IP is properly recorded at any appropriate administrative agency or registry, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office, all at the Assignee's sole expense.

3. Payment. In consideration for the performance by the Assignor of its obligations hereunder and in exchange for the assignment of the Assigned IP, the Assignee agrees to pay the Assignor a one-time transfer fee of two million two hundred twenty-three thousand dollars (\$2,223,000.00), which is believed to constitute fair market value for the assigned IP as of the Effective Date.

4. Miscellaneous.

(a) This Assignment, and all claims relating to or arising out of the relationship of the Parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Assignment, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed and delivered as of the Effective Date:

ASSIGNOR: Nusura, LLC

ASSIGNEE: Juvare IP Holding Company, LLC

By: DocuSigned by:
Mr. David Sanders
7EDC82DE78314BA...

By: DocuSigned by:
Mr. Robert Watson
DCE7CD5E8346415...

Name: David Sanders

Name: Robert E. Watson

Title: President

Title: President and CEO

Date: 1/31/2023 | 4:21 PM EST

Date: 1/31/2023 | 3:54 PM EST

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SCHEDULE A**Patent Assets:**

INVENTION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	OWNER OF RECORD	STATUS
METHOD AND SYSTEM OF SIMULATING CRITICAL INCIDENCES AND MEDIA FOR PREPAREDNESS EXERCISES	13/946,360 N/A United States	July 19, 2013 N/A	Nusura, LLC	Abandoned

Trademark Assets:

TITLE	REGISTRATION NO. / JURISDICTION	REGISTRATION DATE	OWNER OF RECORD	STATUS
SIMULATIONDECK	4,216,907 United States	January 11, 2012 October 2, 2012	Nusura, LLC	Registered
NUSURA	4,077,156 United States	May 23, 2011 December 27, 2011	Nusura, LLC	Registered

Domain Assets:

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
NUSURA.COM	Masked	GoDaddy.com, LLC	February 20, 2024
ACTIVATIONANALYTICS.COM	Masked	GoDaddy.com, LLC	June 21, 2023
ACTIVATIONANALYTICS.INFO	Masked	GoDaddy.com, LLC	June 21, 2023
ACTIVATIONANALYTICS.NET	Masked	GoDaddy.com, LLC	June 21, 2023

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
ACTIVATIONANALYTICS.ORG	Masked	GoDaddy.com, LLC	June 22, 2023
GETSIMULATIONDECK.COM	Masked	GoDaddy.com, LLC	March 5, 2023
MAKETHERIGHTCALLSF.COM	Masked	GoDaddy.com, LLC	September 21, 2023
NUSURA.BIZ	Masked	GoDaddy.com, LLC	February 5, 2023
NUSURA.CO	Masked	GoDaddy.com, LLC	February 5, 2023
NUSURA.INFO	Masked	GoDaddy.com, LLC	February 6, 2023
NUSURA.NET	Masked	GoDaddy.com, LLC	February 6, 2023
NUSURA.ORG	Masked	GoDaddy.com, LLC	February 6, 2023
NUSURA.US	Jeremy Neufeld Nusura, Inc.	GoDaddy.com, LLC	February 5, 2023
SIMOSPHERE.COM	Masked	GoDaddy.com, LLC	February 12, 2023
SIMULATIONDECK.COM	Masked	GoDaddy.com, LLC	July 19, 2023
SIMULATIONDECK.INFO	Masked	GoDaddy.com, LLC	July 19, 2023
SIMULATIONDECK.NET	Masked	GoDaddy.com, LLC	July 19, 2023

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
SIMULATIONDECK.ORG	Masked	GoDaddy.com, LLC	July 19, 2023
SIMULATIONDECK.US	Jeremy Neufeld Nusura, Inc.	GoDaddy.com, LLC	January 13, 2023
BAYALERT.US	Tak Landrock Nusura	GoDaddy.com, LLC	July 22, 2025
GOGOHELPS.COM	Masked	GoDaddy.com, LLC	November 29, 2023
GOGOHELPS.ORG	Masked	GoDaddy.com, LLC	November 29, 2023
MARTHAWELCH.COM	Masked	GoDaddy.com, LLC	February 1, 2023
MARTHAWELCHRESEARCH.COM	Masked	GoDaddy.com, LLC	December 13, 2023
NURTURESCIENCE.INFO	Masked	GoDaddy.com, LLC	June 27, 2023
NURTURESCIENCE.ORG	Masked	GoDaddy.com, LLC	March 8, 2023
NURTURESCIENCEPROGRAM.COM	Masked	GoDaddy.com, LLC	October 23, 2024
NURTURESCIENCEPROGRAM.INFO	Masked	GoDaddy.com, LLC	October 23, 2024
NURTURESCIENCEPROGRAM.ORG	Masked	GoDaddy.com, LLC	October 23, 2024