

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JI (ABC), LLC		10/18/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	IgniteTech Jigsaw Solutions, LLC		
Street Address:	911 Ranch Road 620		
Internal Address:	Suite 206		
City:	Lakeway		
State/Country:	TEXAS		
Postal Code:	78734		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4571906	JIGSAW	
Registration Number:	6010905	JIGSAW INTERACTIVE	
Registration Number:	5804188		
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:	6125526094		
Email:	Leigh.Rand@jonespross.com		
Correspondent Name:	Leigh A Rand		
Address Line 1:	1605 Lakecliff Hills Lane		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Leigh Rand		
SIGNATURE:	/Leigh Rand/		
DATE SIGNED:	05/13/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is hereby entered into on October 18, 2022 (the "Effective Date"), by and between JI (ABC), LLC, a Delaware limited liability company (the "Seller"), as assignee for the benefit of creditors of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive, and IgniteTech Jigsaw Solutions, LLC, a Delaware limited liability company (the "Purchaser"). The Seller and the Purchaser are referred to in this Agreement as a "party" and together as the "parties."

WHEREAS, Seller and Purchaser have entered that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement") pursuant to which Seller transferred, assigned, conveyed, granted and delivered to Purchaser and Purchaser accepted from Seller certain Purchased Assets, including, without limitation, the Seller's rights, title, claims and interest in and to the trademarks and trademark applications listed under "Trademarks" on Schedule A hereto.

WHEREAS, Seller and Purchaser desire to confirm and effectuate such assignment of the Assigned Trademarks (as defined below) pursuant to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby represent, covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Asset Purchase Agreement.

2. Assignment. Seller does hereby irrevocably sell, assign, transfer, convey, grant and set over unto Purchaser, its legal representatives, successors, and assigns, Seller's entire right, title, claim and interest that exists today or may exist in the future, in, to and under any and all worldwide trade names, trademarks and service marks, business names, fictitious business names, domain names and trade dress, whether registered or unregistered, and registrations and applications to register the foregoing, along with all of the goodwill of the business symbolized by the foregoing, including, without limitation, those listed in Schedule A attached hereto, including any and all applications and registrations in the United States and all foreign countries which may be granted therefor and thereon and any and all intellectual property rights inherent in and appurtenant thereto (all of the foregoing collectively, the "Assigned Trademarks"). The Assigned Trademarks shall be held and enjoyed by Purchaser for its own use and benefit, as fully and entirely as the same would have been held and enjoyed by Seller had this Agreement not been made, including all benefits, privileges, causes of action and remedies relating to, or otherwise derived from, such Assigned Trademarks, including the right to any damages accrued for past, present, or future infringement, misappropriation, unfair competition, dilution, or other violation of the Assigned Trademarks. The Assigned Trademarks are assigned with the entire business or portion thereof to which the Assigned Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.

3. Acceptance of Assignment. As of the Effective Date, Purchaser hereby receives and accepts the assignment, transfer, conveyance, grant and set over of the rights and properties hereby assigned, transferred and conveyed to it herein from Seller. Seller acknowledges and agrees that, as a result of the assignment, transfer, conveyance, and grant set forth herein, from and after Effective Date, Purchaser is the owner of all rights, title and interest in and to the Assigned Trademarks in any form or embodiment thereof and is also the owner of the goodwill of the business symbolized by the Assigned Trademarks.

4. Recordation. Seller hereby consents to and requests and authorizes the United States Patent and Trademark Office or any other governmental office or agency in each jurisdiction other than the United States to record this Assignment and to issue any and all trademark registration or other documents which may be granted upon any of the Assigned Trademarks in the name of Purchaser, as the Purchaser to the entire interest therein. Purchaser shall have the right to file trademark applications for the Assigned Trademarks in any country.

5. Domain Names: In relation to the Seller's domain names, including, without limitation, the domain names identified on Schedule A hereto, Seller agrees to cooperate with Purchaser to take all actions and provide to Purchaser all items reasonably necessary to initiate and complete the electronic transfer process from Seller's account to Purchaser's account, including, without limitation, providing Purchaser with the applicable transfer authorization codes to allow Purchaser to initiate the process for and effect the online transfer. Seller shall initiate the transfer of the domain names from Seller to Purchaser with Seller's registrar of choice. Seller hereby authorizes and requests the applicable registration authority to transfer the domain names from Seller to Purchaser.

6. Entire Agreement. This Assignment, together with the Asset Purchase Agreement, constitutes the final agreement between the parties with respect to the subject matter contained herein, and is the complete and exclusive statement of the parties' agreement on the matters contained herein. All prior and contemporaneous negotiations and agreements between the parties with respect to the matters contained herein are superseded by this Assignment and the Asset Purchase Agreement. Notwithstanding anything to the contrary herein, Seller and Purchaser are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Purchaser thereunder.

7. Amendments and Waiver. No modification, waiver or amendment of this Assignment shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Assignment shall be deemed or shall constitute a waiver of any other provision hereof unless otherwise expressly provided.

8. Governing Law. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Delaware, without giving effect to any principles of conflicts of law.

9. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

10. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile signature, each of which shall be deemed an original, but all of such counterparts together shall constitute one and the same instrument. The signatures of both parties need not appear on the same document. The delivery of signed counterparts by facsimile or email transmission that includes a copy of a sending party's signature is as effective as signing and delivering the counterpart in person.

11. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

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IN WITNESS WHEREOF, Seller and Purchaser have executed and delivered this Trademark Assignment Agreement by their duly authorized representatives as of the Effective Date.

SELLER:

JI (ABC), LLC, in its sole and limited capacity as assignee for the benefit of the creditors of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: James E. Gansman
James E. Gansman

Its: Manager

PURCHASER:

IGNITETECH JIGSAW SOLUTIONS, LLC

By: _____
Andrew S. Price

Its: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

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SELLER:


JI (ABC), LLC, in its sole and limited capacity as assignee for the benefit of the creditors of Jigsaw Meeting, LLC d/b/a Jigsaw Interactive

By: _____
James E. Gansman

Its: Manager

PURCHASER:

IGNITETECH JIGSAW SOLUTIONS, LLC

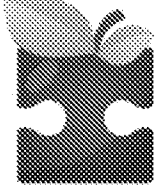
By:  _____
Andrew S. Price

Its: Chief Financial Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Trademarks

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Class</u>
JIGSAW	86-146388	12/17/13	4571906	7/22/14	Registered	42
JIGSAW INTERACTIV E	88-193671	11/14/18	6010905	3/17/20	Registered	42
DESIGN ONLY 	88-193704	11/14/18	5804188	7/16/19	Registered	42

Foreign Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Status</u>	<u>Class</u>
JIGSAW	WIPO	1218869	6/16/2014	1218869	6/16/2014	Registered	42
JIGSAW	UK	UK00801218869	6/16/2014	UK00801218869	8/18/2015	Registered	42
JIGSAW	AU	1652548	6/16/2014	1652548	6/16/2014	Registered	42
JIGSAW	NZ	1007053	6/16/2014	1007053	06/16/2014	Registered	42
JIGSAW	EM*	1218869	6/16/2014	1218869	6/16/2014	Registered	42

*Indicates extension to International Registration 1218869

Domain Names

<https://jigsawinteractive.com/>