

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BSM Financial, Inc.		04/28/2023	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	VMG Holdings, LLC		
Street Address:	2515 McKinney Avenue, Suite 1500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3994458	BSM	
Registration Number:	3994459	BSM CONSULTING	
Registration Number:	3994460	BSM CONNECTION	
Registration Number:	4323271	CPSS	
Registration Number:	4333877	CPSS CERTIFIED PATIENT SERVICE SPECIALIS	
Registration Number:	5838664	CERTIFIED PATIENT SERVICE SPECIALIST	
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:	303-295-8000		
Email:	docket@hollandhart.com		
Correspondent Name:	Julie A. Kent, HOLLAND & HART LLP		
Address Line 1:	P.O. Box 8749		
Address Line 4:	DENVER, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	74753.0010		
NAME OF SUBMITTER:	Julie A. Kent		
SIGNATURE:	/Julie A. Kent/		
DATE SIGNED:	06/02/2023		

CH \$165.00 3994458

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made and entered as of April 28, 2023 (the “Effective Date”), by and between BSM FINANCIAL, INC., a Nevada corporation (“BSM”), and VMG HOLDINGS, LLC, a Delaware limited liability company (“VMG”). Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Asset Purchase Agreement, dated as of April 28, 2023, by and between BSM and VMG (the “Agreement”). Each of BSM and VMG are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, in accordance with the Agreement, BSM desires to convey, assign and transfer to VMG, and VMG desires to accept such conveyance, assignment and transfer from BSM, all of BSM’s right, title and interest in, to and under all of the trademarks and service marks listed in **Attachment 1** hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the “Assigned Trademarks”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Party hereto hereby agrees as follows:

1. **Assignment**. BSM hereby irrevocably conveys, transfers and assigns to VMG, and VMG hereby accepts, any and all right, title and interest of BSM in and to the: (a) the Assigned Trademarks, including all goodwill associated therewith; (b) all income, royalties, profits, and damages related thereto; (c) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (d) the right to bring all claims, actions, litigation and proceedings (“collectively, “Actions”), defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (e) the right to fully and entirely stand in the place of BSM in all matters related thereto (all of the foregoing, collectively, the “Assigned Rights”).

2. **Assistance**. BSM agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents and take all further actions reasonably requested by VMG (and at VMG’s sole expense) to perfect, protect, secure or more fully evidence VMG’s and its successors or assignees’ respective right, title and interest in, to and under the Assigned Rights, or to enable VMG or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any Action that may arise in connection with any of the rights assigned hereby and filing or recordation of this Trademark Assignment with any intellectual property office or registrar, or any

other forms of assignment to record evidence of the transfer of the Assigned Rights in any jurisdiction anywhere throughout the world.

3. **Entire Agreement.** This Trademark Assignment and the Agreement (including the documents executed pursuant to the Agreement and the schedules and exhibits to the Agreement) contain the entire agreement of the Parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the Parties executed with or after this Trademark Assignment.

4. **Governing Law; Jurisdiction; Venue.** This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without reference to its choice of law rules. Except as otherwise expressly set forth herein, the sole and exclusive forum for any and all actions or proceedings arising out of, or related to or in connection with this Trademark Assignment shall be the federal or state courts located in Wilmington, Delaware, which courts shall have exclusive jurisdiction. Each Party hereby waives, to the fullest extent possible under applicable law, any objection that it may have to the venue of any action or proceeding with respect to this Trademark Assignment in such courts, or that such action or proceeding brought in such courts was brought in an inconvenient court and agrees not to plead or claim the same. EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

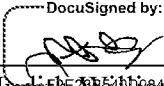
5. **Counterparts.** This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Trademark Assignment or the terms of this Trademark Assignment to produce or account for more than one (1) of such counterparts.

6. **Conflicts Between Agreements.** This Trademark Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Trademark Assignment and the Agreement, the Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

BSM FINANCIAL, INC.

DocuSigned by:
By:  _____
Judith Williams
President

VMG HOLDINGS, LLC

By: _____
Greg Koonsman
Authorized Signatory

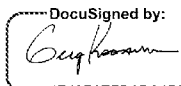
[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

BSM FINANCIAL, INC.

By: _____

VMG HOLDINGS, LLC

By:  _____
Greg Koonsman
Authorized Signatory

[Signature Page to Trademark Assignment Agreement]

Attachment 1

Assigned Trademarks

<u>United States Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
BSM	7/12/2011	3994458
BSM Consulting	7/12/2011	3994459
BSM Connection	7/12/2011	3994460
CPSS	4/23/2013	4323271
CPSS Logo	5/14/2013	4333877
Certified Patient Services Specialist	8/20/2019	5838664