

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM829355

<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>
CENTER FOR WORK ETHIC DEVELOPMENT, LLC		08/01/2023	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AZTEC SOFTWARE, LLC		
<b>Street Address:</b>	c/o NexPhase Capital, LP		
<b>Internal Address:</b>	600 Lexington Avenue, 12th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4282077	THE CENTER FOR WORK ETHIC DEVELOPMENT	
<b>Serial Number:</b>	98051380	BRING YOUR A GAME ANYWHERE	
<b>Serial Number:</b>	98081071	BRING YOUR A GAME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	32854.131		
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew P. Hintz/		
<b>DATE SIGNED:</b>	08/03/2023		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of August 1, 2023, is made by CENTER FOR WORK ETHIC DEVELOPMENT, LLC, a Colorado limited liability company (“**Seller**”), in favor of AZTEC SOFTWARE, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, of even date herewith (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) the trademarks, registrations and applications set forth on Schedule 1 hereto, together with any associated common law rights, and all goodwill associated therewith (the “**Trademarks**”); and

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the officials at the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

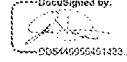
5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

CENTER FOR WORK ETHIC  
DEVELOPMENT, LLC



By: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:

AGREED TO AND ACCEPTED:

AZTEC SOFTWARE, LLC

By: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:

IN WITNESS WHEREOF, Seller has duly executed and delivered this Assignment as of the date first above written.

CENTER FOR WORK ETHIC  
DEVELOPMENT, LLC

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

AZTEC SOFTWARE, LLC

By:  \_\_\_\_\_

Name: Jonathan Blitt

Title: Chief Executive Officer

Address for Notices:

c/o NexPhase Capital, LP  
600 Lexington Avenue, 12th floor  
New York, NY 10022  
Attention: Robert Gartland  
Email: rgartland@nexphase.com

**SCHEDULE 1**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Registration/Application Number</b>
The Center for Work Ethic Development	4,282,077
Bring You're a Game Anywhere	98/051,380
Bring You're a Game	98/081,071