

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI97931

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900834040		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Synapsm Inc.		02/01/2024	Corporation: NEVADA
RECEIVING PARTY DATA			
Company Name:	eShipping, LLC		
Street Address:	10812 NW Highway 45		
City:	Parkville		
State/Country:	MISSOURI		
Postal Code:	64152		
Entity Type:	Limited Liability Company: IOWA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	7069154	SYNAPSUM	
CORRESPONDENCE DATA			
Fax Number:	7044441111		
<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:	7044441000		
Email:	kelly.branch@alston.com,trademark-mail@alston.com		
Correspondent Name:	Mr. Chris Gegg		
Address Line 1:	1120 South Tryon Street, Ste. 300		
Address Line 4:	Charlotte, NORTH CAROLINA 28203-6818		
NAME OF SUBMITTER:	KELLY BRANCH		
SIGNATURE:	KELLY BRANCH		
DATE SIGNED:	03/15/2024		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is effective as of February 1, 2024 (the “Effective Date”) by and between Synapsum Inc., a Nevada corporation (“Seller”), as Assignor, and eShipping, LLC, an Iowa limited liability company (“Buyer”), as Assignee. Seller and Buyer are referred to herein collectively as the “Parties” and individually as a “Party.”

RECITALS:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of February 1, 2024, by and between Seller and Buyer (the “Purchase Agreement”), Seller agreed to sell, assign, transfer, convey, contribute and deliver, and cause to be sold, assigned, transferred, conveyed, contributed and delivered, to Buyer all of Seller’s rights, titles, and interests (including, without limitation, all Intellectual Property Rights) in and to that certain Trademark as set forth on Schedule A (the “Assigned Trademark”).

WHEREAS, capitalized terms used in this Agreement and not otherwise defined herein will have the meanings set forth in the Purchase Agreement.

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

1. Effective as of the Closing Date, and by its execution of hereof, Seller hereby irrevocably sells, assigns, transfers, conveys, contributes and delivers all of Seller’s rights, titles, and interests for all jurisdictions throughout the world, including all countries and political entities, in and to:

- a. the Assigned Trademark;
- b. any and all goodwill associated with the Assigned Trademark and in the business, products, and services identified and symbolized by the Assigned Trademark, including any and all rights, priorities, and privileges of Seller under the laws of the United States and any of its states, the laws of any other jurisdiction, multinational law, and any compact, treaty, protocol, convention, or organization, and all common law rights;
- c. any and all income, royalties or payments due, accrued, or payable as of the Closing Date or thereafter, proceeds, claims, causes of action, and rights to enforce, sue for, and recover or collect from past, existing, and future infringement, misappropriation, or other violation or impairment of the Assigned Trademark; and
- d. any and all applications and registrations of the Assigned Trademark that Seller or its Affiliates hold or control, including, without limitation, the right to file additional trademark applications and to all resulting registrations.

2. The Buyer hereby requests and the Seller hereby grants to the Buyer and its legal representatives all rights necessary to record this Agreement or such other documentation with the United States Patent and Trademark Office and any similar intellectual property office or government agency in any jurisdiction throughout the world.

3. This Agreement is an instrument of transfer contemplated by, and executed pursuant to, the Purchase Agreement and is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any of the representations, warranties, covenants and obligations of the parties under the

Purchase Agreement. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any of the provisions of the Purchase Agreement or affect or modify any of the rights, remedies or obligations of the parties under the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

4. No modification or amendment of any provision of this Agreement shall be effective unless made in a written instrument, duly executed by all the parties hereto.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to rules governing the conflict of laws. The parties hereto agree that any and all claims and disputes under this Agreement shall be resolved in accordance with and subject to the terms and conditions set forth in Section 10.5 and Section 10.6 of the Purchase Agreement.

6. This Agreement may be executed in any number of counterparts, and delivered via facsimile, email or other electronic means, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by them as of the Effective Date.

SELLER:

SYNAPSUM INC.

By: Stephanie Bixler
Name: Stephanie Bixler
Title: CEO, Synapsum Inc.

[Signatures Follow on Next Page]

[Signature Page to Trademark Assignment]

BUYER:

ESHIPPING, LLC

DocuSigned by:

By: 
Name: Ryan VanWinkle
Title: Chief Financial Officer

SCHEDULE A
ASSIGNED TRADEMARK

MARK	JURISDICTION	APPLICATION NUMBER	APPLICATION DATE	REGISTRATION NUMBER	REGISTRATION DATE
SYNAPSUM	United States	90566900	March 08, 2021	7069154	May 30, 2023

TRADEMARK

REEL: 008369 FRAME: 0650

RECORDED: 02/09/2024