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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI117377

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Intelligent Office System, LLC,		12/27/2023	Limited Liability Company: COLORADO

#### **RECEIVING PARTY DATA**

Company Name:	IO Franchising LLC
Street Address:	2121 Vista Parkway
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33411
Entity Type:	Limited Liability Company: FLORIDA

#### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	75298024	INTELLIGENT OFFICE
Serial Number:	77181507	INTELLIGENT ASSISTANT
Serial Number:	78488384	I INTELLIGENT OFFICE
Serial Number:	85225583	WORKING INTELLIGENTLY
Serial Number:	85782563	YOUR STAFF. YOUR OFFICE. YOUR SUCCESS.
Serial Number:	90069335	THE PATH TO FREEDOM
Serial Number:	90199475	VIREO
Serial Number:	90199550	
Serial Number:	90648145	I
Serial Number:	90648264	INTELLIGENT OFFICE

#### **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 5613095374

**Email:** jerold.schneider@schneideriplaw.legal

Correspondent Name: Jerold Schneider Address Line 1: 21048 95th Ave S

Address Line 2: D-206

TRADEMARK REEL: 008378 FRAME: 0909

900843070

Address Line 4: Boca	Boca Raton, FLORIDA 334281567			
ATTORNEY DOCKET NUMBER:	00099-0000			
NAME OF SUBMITTER:	Jerold Schneider			
SIGNATURE:	Jerold Schneider			
DATE SIGNED:	03/25/2024			

**Total Attachments: 12** 

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#### ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "<u>Agreement</u>") is made this 27 day of December, 2023, by and between The Intelligent Office System, LLC, a Colorado limited liability company (the "<u>Assignor</u>"), and IO Franchising, LLC, a Florida limited liability company (the "<u>Assignee</u>").

#### RECITALS:

WHEREAS, Assignor, Assignee and the other parties thereto, are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Asset Purchase Agreement"), and, pursuant and subject to the Asset Purchase Agreement, Assignor agreed to sell, assign and transfer to Assignee all Proprietary Rights that are owned, leased, licensed or possessed by Assignor and used in the operation of Assignor's Business, including without limitation, those Proprietary Rights described and listed on Schedule A attached hereto and made a part hereof (collectively, the "Intellectual Property"); and

WHEREAS, the parties now desire to effectuate the assignment and assumption of the Intellectual Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. <u>Capitalized Terms</u>. All capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to such terms in the Asset Purchase Agreement.
- 2. <u>Assignment and Assumption</u>. Effective as of the Closing, Assignor hereby assigns to Assignee, and Assignee hereby assumes the Intellectual Property and the goodwill of the business in which the Intellectual Property is used. Assignee, by this Agreement, shall become entitled to all rights, titles, and interests of Assignor in and to the Intellectual Property as if Assignee were the original party thereto or owner thereof.
- 3. <u>No Liabilities Assumed.</u> Except as expressly set forth in the Asset Purchase Agreement, Assignee assumes no Liability or obligation with respect to, and Assignor retains full and complete responsibility for, and full obligation and liability in respect of, all indebtedness, obligations, claims and other liabilities (direct or indirect, known or unknown, choate or inchoate, absolute or contingent) of whatever nature of Assignor not specifically assumed by Assignee in the Asset Purchase Agreement with respect to the Intellectual Property.
- 4. Other Intellectual Property. To the extent that Assignor owns any intellectual property that is not listed on <u>Schedule A</u>, it is the express intent of the parties that Assignor hereby sells, conveys and transfers all of its rights, title and interests in, to and under that remaining intellectual property for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

- 5. <u>Conflict.</u> This Agreement is subject to all the terms and conditions of the Asset Purchase Agreement. No provision of this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Asset Purchase Agreement or constitute a waiver or release by any party of any liabilities imposed on another party by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Agreement and continue in full force and effect for the applicable periods in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.
- 6. Additional Documents. Assignor shall execute and/or obtain such further documents, including without limitation any consents, waivers or assignments, and perform such further acts, as may be reasonably necessary to transfer and convey the Intellectual Property to Assignee, pursuant to the terms contained in the Asset Purchase Agreement, and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.
- 7. <u>Waiver; Modification</u>. Waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party. This Agreement may not be modified, altered, amended, or otherwise changed except by a written instrument executed by each of the parties.
- 8. <u>Notices</u>. All notices made pursuant to this Agreement shall be made in accordance with the notice provisions set forth in the Asset Purchase Agreement.
- 9. <u>Assignment</u>. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Neither this Agreement nor any rights or obligations hereunder shall be assignable without the prior written consent of the other party.
- 10. <u>Section Headings</u>. Section headings have been inserted in this Agreement for convenience of reference only. If there is any conflict between such headings and the text of this Agreement, the text shall control.
- 11. <u>Severability</u>. In the event that any provision of this Agreement is declared to be illegal or invalid, only such provision shall be affected. This Agreement shall then be construed and enforced as if such provision had not been contained herein, and all other provisions not directly dependent thereon shall remain in full force and effect.
- 12. <u>Applicable Law</u>. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
- 13. <u>Counterparts</u>. This Agreement may be executed in counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each such copy shall be deemed

an original, and it shall not be necessary in making proof of this instrument to produce or account for more than one counterpart.

[Signature Page Follows]

- 3 -

275169260

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the date first above written.

# ASSIGNOR:

The Intelligent Office System, LLC

Name: Michael Borreca

Title: Chief Financial Officer and Treasurer

# ASSIGNEE:

IO Franchising, LLC

By:\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property as of the date first above written.

ASSI	GN	OR:

The Intellige	nt Office	System,	LLC
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By:\_\_\_\_\_ Name: Michael Borreca

Title: Chief Financial Officer and Treasurer

# ASSIGNEE:

IO Franchising, LLC

By: Raymond Titus

Name: Raymond Titus

Title: Chief Executive Officer

# Schedule 4.13(a) Proprietary Rights

Canada	Australia	Country:	
Design (Bird logo)	THE INTELLIGENT OFFICE	Trademark:	
The intelligent Office System, UC	The Intelligent Office System, LLC	Owner Name:	
Pending	Registered	Status:	
Class 035 Class 036 Class 038 Class 046	Class 035 Class 036 Class 038	Class(es):	
C1. 35 - Providing virtual office support staff services for businesses; providing secretarial services; and telephone answering services; providing office functions; computerized office management services; providing office administration services; providing receptionist services for others. Franchising services, namely, provision of business management assistance in the establishment and operation of office support businesses.  C1. 38 - Telecommunication services, namely, local, long distance and international foll-free voice, text, facsimile, video, image, data and wineless transmission; Personal communications services, namely, call forwarding services at a central location with transfer to remote business locations; Teleconferencing Class 035 services; virtual network telecommunications services; and sequencing services are central location with transfer to remote business locations; Teleconferencing Class 035 transmission and receipt services.  Services; virtual network telecommunications services; Telephory communication services, facsimile class 035 transmission and receipt services.  Services, virtual network telecommunications services; Telephory communication services, and the celept services are services, providing applications and maintenance document tiling of business incorporation papers and corporate maintenance documents. Class 045 and professional licensing applications and maintenance document tiling of business incorporation papers and corporate maintenance providing public document tiling information to businesses seeking to charge their name, and providing services in the nature of corporate name availability searching.	Cl. 35 - Advertising and business services including, secretarial services and telephone answering services.  1. 36 - Insurance and financial services, including such services provided in relation to the leasing of Class 035 office space, namely executive office suites, offices and conference spaces.  Class 036 Cl. 38 - Communication services including, telephone communications services, facsimile transmission Class 036 and receipt services and voice mail services at a central location with transfer to remote business locations.	Services:	THE INTELLIGENT OFFICE SYSTEM, LLC - TRADEMARK PORTFOLIO
2116023	1004039	Appln. No.:	
06/23/2021	05/27/2004	Filing Date:	
	1004039	Reg No.:	
	05/27/2004	Reg Date:	

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Canada	Canada	Canada	Canada
IONNTELLIGENT OFFICE UNE DECISION EXECUTIVE and Design  The Intelligent Office System Control Sy	INTELLIGENT OFFICE	INTELLIGENT ASSISTANT	Design (i & circle button)
The Intelligent Registered Office System, LLC	Pending The Intelligent Application Office System,	The Intelligent Office System, LLC	The intelligent colline System.
		Registered	Pending Application
Services	Class 035 Class 036 Class 036 Class 045	Services	Class 025 Class 026 Class 026 Class 026
(1) Secretarial services; telephone answering services; leasing of office space, namely, executive office suites, offices and conference space; communication services, namely, telephone services, facsimile transmission and receipt services and volcemail services at a central location with transfer to remote business locations. (2) Mailbox rental services; mail forwarding; office reception services; and photocopying services.	Cl. 35. Providing virtual office support saff services for businesses; providing services; providing office management services; providing office management services; providing office administration services; providing receptionist services for others; Franchising services; providing office seath instruction services; providing tree-prioritist services for others; Franchising services; providing the services; providing tree-prioritist services for others; Franchising services; providing tree-prioritist services for the seathlishment and operation of office support businesses.  Cl. 38. Telecommunication services; namely, local, long distance and international tool-free value, text, facionite, video, image, idea and wireless transmission. Personal communications services and ordered services, call sequencing services and voice mail and voice messaging services at a central location with transfer to remote business locations; Teleconferencing services, manely, call forwarding services. Telephony communication services; Tesishnile transmission and decept services.  Telephony communication services; Tesishnile transmission and decept services.  Telephony communication services; Tesishnile transmission and decept services.  Telephony communication services; Tesishnile transmission and decept services.  Telephony communication services; Tesishnile transmission and decept services.  Telephony communication services; Tesishnile transmission and decept services.  Telephony communication services; Tesishnile transmission and decept services and comment and providing services and copporate maintenance documents and professional linearing applications and maintenance documents and communication services; Tesishnile transmission and tensor document filing from attention to business services, namely, public copporate document filing services in the nature of corporate name availability searching.	Services Telephone answering services and receptionist services.	cl. 35 - Providing virtual office support staff services for businesses; providing secretarial services and telephone answering services; providing office administration services; providing receptonists services for others; providing services, providing receptonists services for others; Franchising services, providing receptonists services for others; Franchising services, namely, provision of businesses management assistance in the establishment and operation of office support businesses.  Cl. 36 - Providing licenses to use office space, namely, local, long distance and international toil-free voice, text, facisimile, video, image, data and wireless transmission; Personal communications services, namely, call forwarding services, call management services. Call sequencing services and voice mail and voice messaging services at a central location with transfer to remote business locations. Teleconferencing class 035 transmission and eepit services.  Class 036 transmission and resign services incorporate maintenance documents class 03. Cl. 45 - Preparation and filing of business incorporation papers and corporate maintenance documents class 03. Cl. 45 - Preparation and filing of business incorporate documents with governmental regulatory bodies; business assistance services, namely, public corporate document filing services, providing public document filing information to businesses seeking to change their name, and providing services in the nature of corporate name availability searching.
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03/12/2013		08/05/2011	

India	Iceland - MP	European Union	Canada	Canada	Canada
INTELLIGENT OFFICE	INTELLIGENT OFFICE	European Union THE INTELLIGENT OFFICE	WORKING INTELLIGENTLY	VIREO	THE INTELLIGENT OFFICE
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Cl. 35 - Secretarial services and telephone answering services. Cl. 36 - Leasing of office space, namely, executive office sultes, offices and conference space.  Cl. 33 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	CI. 35 - Secretarial services and telephone answering services. CI. 36 - Leasing of office space, namely, executive office sulfas, offices, and conflering space. CI. 33 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	C1. 36 - Leasing of office space. C1. 43 - Leasing of conference facilities such being the leasing of conference space (rooms, halls).	Secretarial services and telephone answering services; providing office support staff services; namely, mail forwarding, office reception services and photocopying services; providing virtual office staff support services for businesses; namely, telephone answering services; facsimit et ransmission and receipt services, and violental services at a central location with transfer to remote business locations; leasing of office space, namely, executive office suites, offices, and conference space.	C1 35. Providing virtual office support staff services for businesses; providing services; providing office administration services; providing office functions; computerized office management services; providing office administration services; providing ecaptions services for others; Franchising services; providing free providing the establishment and operation of office support businesses.  1. 38. Providing trenses to use office space, namely, local, on office of office support businesses.  1. 39. Providing trenses to use office space, namely, local, long distance and international to liftee order consistence space.  1. 39. Providing trenses to use office space, namely, local, long distance and international to liftee order, cascinale, video, mage, tata and wireless transmission; Personal communications services, reamely, and lorenses of the services and voice messaging services at central location with transfer to femice business locations; Teleconferencing services, virtual network telecommunication services; feasimale transmission and receipt services.  1. 49. Preparation and filling of business tinoopportation papers and corporate maintenance documents and professional iterating applications and maintenance documents with governmental regulatory bodies; business assistance services, promoting publications and maintenance document filling information to businesses seeking to change their name, and providing services in the nature of corporate name availability searching.	<ul> <li>Cl. 35 - Secretarial services: telephone answering services; office reception services; and photocopying services.</li> <li>Cl. 36 - Lessing of office space, inamely, executive office suites, offices and conference space.</li> <li>Cl. 38 - Communication services, namely, telephone services, facsimile transmission and receipt services and voicemal services are control location with transfer to remute business focations.</li> <li>Cl. 39 - Mailbox rental services; mail forwarding.</li> </ul>
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1422113	IR No. 887660	3871555	ТМА972983		TMA660488
02/17/2006	04/13/2006	03/28/2008	06/08/2017		03/08/2006

Norway - MP	New Zealand	New Zealand - MP	Moracco - MP	Monaco - MP	Mexico - MP
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IR No. 887660	713043	IR No. 887660 (NZ No. 975863)	IR No. 887660	IR No. 887660	IR No. 887660
04/13/2006	12/02/2004	04/13/2006	04/13/2006	04/13/2006	04/13/2006

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YOUR STAFF, YOUR OFFICE. The Intelligent Registered Class 035 YOUR SUCCESS. LLC	
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rent '	C1, 35 - Providing virtual office support staff services for business; secretarial services and telephone answering
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