

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:			
<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:	5613095374		
Email:	jerold.schneider@schneideriplaw.legal		
Correspondent Name:	Jerold Schneider		
Address Line 1:	21048 95th Ave S		
Address Line 2:	D-206		

OP \$265.00.00 75298024

Address Line 4: 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

source=Assignment to File and Record#page1.tif
source=Assignment to File and Record#page2.tif
source=Assignment to File and Record#page3.tif
source=Assignment to File and Record#page4.tif
source=Assignment to File and Record#page5.tif
source=Assignment to File and Record#page6.tif
source=Assignment to File and Record#page7.tif
source=Assignment to File and Record#page8.tif
source=Assignment to File and Record#page9.tif
source=Assignment to File and Record#page10.tif
source=Assignment to File and Record#page11.tif
source=Assignment to File and Record#page12.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

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. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have those meanings ascribed to such terms in the Asset Purchase Agreement.

2. Assignment and Assumption. 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. No Liabilities Assumed. 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 Schedule A, 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. Conflict. 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. Waiver; Modification. 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. Notices. All notices made pursuant to this Agreement shall be made in accordance with the notice provisions set forth in the Asset Purchase Agreement.

9. Assignment. 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. Section Headings. 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. Severability. 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. Applicable Law. 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. Counterparts. 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]

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

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

THE INTELLIGENT OFFICE SYSTEM, LLC -
TRADEMARK PORTFOLIO

Country:	Trademark:	Owner Name:	Status:	Class(es):	Services:	Appl. No.:	Filing Date:	Reg No.:	Reg Date:
Australia	THE INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	CI: 35 - Advertising and business services including: secretarial services and telephone answering services. CI: 36 - Insurance and financial services, including such services provided in relation to the leasing of office space, namely executive office suites, offices and conference spaces. CI: 38 - Communication services including: telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	1004039	05/27/2004	1004039	05/27/2004
Canada		The Intelligent Office System, LLC	Pending Application	Class 035 Class 036 Class 038 Class 045	CI: 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. CI: 36 - Providing licenses to use office space; namely, executive office suites, offices, and conference space. CI: 38 - Telecommunication services, namely, local, long distance and international toll-free voice, text, facsimile, 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 services; virtual network telecommunications services; Telephony communication services; Facsimile transmission and receipt services. CI: 45 - Preparation and filing of business incorporation papers and corporate maintenance documents and professional licensing applications and maintenance 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.	2116023	06/23/2021		

Canada	THE INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038 Class 039	C1. 35 - Secretarial services; telephone answering services; office reception services; and photocopying services. C1. 36 - Leasing of office space, namely, executive office suites, offices and conference space. C1. 38 - Telecommunication services, namely, telephone services, facsimile transmission and receipt services and voicemail services at a central location with transfer to remote business locations. C1. 39 - Mailbox rental services; mail forwarding.	12181533	05/27/2004	TMA650488	03/08/2006		
Canada	VIREO	The Intelligent Office System, LLC	Pending Application	Class 035 Class 036 Class 038 Class 045	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; Facilitating services, namely, provision of business management assistance in the establishment and operation of office support businesses. C1. 36 - Providing licenses to use office space, namely, executive office suites, offices, and conference space. C1. 38 - Telecommunication services, namely, local, long distance and international toll-free voice, text, facsimile, 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 services; virtual network, telecommunications services; Telephony communication services; Facsimile transmission and receipt services. C1. 45 - Preparation and filing of business incorporation papers and corporate maintenance documents and professional licensing applications and maintenance 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.	2116022	06/23/2011				
Canada	WORKING INTELLIGENTLY	The Intelligent Office System, LLC	Registered	Services	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, facsimile transmission and receipt services, and voicemail services at a central location with transfer to remote business locations; leasing of office space, namely, executive office suites, offices, and conference space.	1764962	01/28/2016	TMA872983	06/09/2017		
European Union	THE INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 036 Class 043	C1. 36 - Leasing of office space. C1. 43 - Leasing of conference facilities such being the leasing of conference space (rooms, halls).	3871555	05/28/2004	3871555	03/28/2008		
Iceland - MP	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1. 35 - Secretarial services and telephone answering services. C1. 36 - Leasing of office space, namely, executive office suites, offices, and conference space. C1. 38 - Telecommunication services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	RR No. 887660	04/13/2006	RR No. 887660	04/13/2006		
India	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1. 35 - Secretarial services and telephone answering services; C1. 36 - Leasing of office space, namely, executive office suites, offices and conference space. C1. 38 - Telecommunication services; facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	1422113	02/17/2006	1422113	02/17/2006		

Mexico - MP	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	IR No. 887660	04/13/2006	IR No. 887660	04/13/2006		
Monaco - MP	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	IR No. 887660	04/13/2006	IR No. 887660	04/13/2006		
Morocco - MP	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	IR No. 887660	04/13/2006	IR No. 887660	04/13/2006		
New Zealand - MP	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	IR No. 887660 (NZ No. 975663)	04/13/2006	IR No. 887660 (NZ No. 975663)	04/13/2006		
New Zealand	THE INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Advertising and business services including secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	713043	05/27/2004	713043	12/02/2004		
Norway - MP	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	IR No. 887660	04/13/2006	IR No. 887660	04/13/2006		

United States	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	752398024	05/27/1997	2277055	09/14/1999		
United States	INTELLIGENT OFFICE	The Intelligent Office System, LLC	Registered	Class 035 Class 036	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 management assistance in the establishment and operation of office support businesses. C1-36 - Providing licenses to use office space, namely, leasing of executive office suites, offices, and conference space.	90646264	04/15/2021	6665902	03/29/2022		
United States	IO INTELLIGENT OFFICE and Design										
United States	 Intelligent Office	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	C1-35 - Secretarial services and telephone answering services; C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	79489384	09/23/2004	3070414	03/21/2006		
United States	THE PATH TO FREEDOM	The Intelligent Office System, LLC	Registered	Class 035 Class 036 Class 038	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. C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space. C1-38 - Telephone communications services, facsimile transmission and receipt services and voice mail services at a central location with transfer to remote business locations.	90069335	07/23/2020	6503667	09/28/2021		
United States	VIREO	The Intelligent Office System, LLC	Registered	Class 038	Telecommunication services, namely, local, long distance and international toll-free voice, text, facsimile, 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; Teleconferencing services; virtual network telecommunications services; Telephony communication services.	90199475	09/22/2020	6503981	09/28/2021		
United States	WORKING INTELLIGENTLY	The Intelligent Office System, LLC	Registered	Class 035 Class 038	C1-35 - Secretarial services and telephone answering services; providing office support staff services; providing office functions; providing virtual office staff support services for business. C1-36 - Leasing of office space, namely, executive office suites, offices, and conference space.	85225583	01/25/2011	4015879	08/23/2011		

	United States	YOUR STAFF- YOUR OFFICE. YOUR SUCCESS.	The Intelligent Office System, LLC	Registered	Class 035 Class 036	C1- 35 - Providing virtual office support staff services for business; secretarial services and telephone answering services; providing office support staff services; providing office functions; computerized office management services; office administration services. C1- 36 - Leasing of office space, namely, executive office suites, offices and conference space.	89782563	11/19/2012	4401768	09/10/2013		
--	---------------	---	--	------------	------------------------	---	----------	------------	---------	------------	--	--