# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM676044

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900642830

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ATS Digital Services LLC		08/31/2021	Limited Liability Company: FLORIDA

### **RECEIVING PARTY DATA**

Name:	RealDefense LLC
Street Address:	1541 Ocean Ave #200
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90401
Entity Type:	Limited Liability Company: DELAWARE

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4747095	ADVANCED TECH SUPPORT

## **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:** 408-402-5189

Email: chris@brokawpatentlaw.com

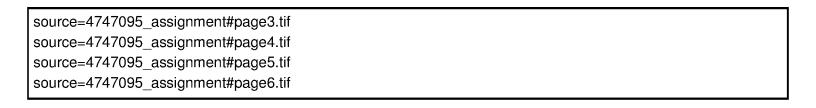
Correspondent Name: Christopher J. Brokaw
Address Line 1: 101 Church St. Ste. 50
Address Line 2: Brokaw Patent Law PC

Address Line 4: Los Gatos, CALIFORNIA 95030

ATTORNEY DOCKET NUMBER: REAL.T622	
NAME OF SUBMITTER:	Christopher J. Brokaw
SIGNATURE:	/ChristopherJBrokaw#45620/
DATE SIGNED:	09/22/2021

**Total Attachments: 6** 

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#### INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is dated as of August 31, 2021 (the "<u>Effective Date</u>") by and between ATS Digital Services LLC, a Florida limited liability company ("<u>Assignor</u>"), and RealDefense, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, by and among Assignor, Assignee, and PXE Group LLC, a Delaware limited liability company, (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW THEREFORE, in consideration of the mutual promises contained in the Asset Purchase Agreement and this Assignment, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1. <u>Definitions</u>. All capitalized terms used, but not defined herein, shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
- 2. <u>Assignment</u>. Effective as of the Effective Date, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth on <u>Schedule 1</u> attached hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth on <u>Schedule 1</u>, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "Advanced Tech Support", the designs set forth on <u>Schedule 1</u> or any term, design or other source identifier that is a derivative of or confusingly similar to the term "Advanced Tech Support" or the designs set forth on <u>Schedule 1</u>, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth on <u>Schedule 1</u>), (v) the domains set forth on <u>Schedule 1</u>, and (vi) any goodwill associated with any of the foregoing (collectively, the "<u>Assigned Marks</u>").
- 3. <u>Further Assurances</u>. Each party hereto shall, at the reasonable request of any other party hereto, and at the requesting party's cost and expense, reasonably cooperate with the other parties hereto, execute and deliver, or cause to be executed and delivered, all such other instruments and take, or cause to be taken, all such other actions as such party hereto may reasonably be requested to take by any other party hereto at any time and from time to time after the date of this Assignment, consistent with the terms of this Assignment and the Asset Purchase Agreement, to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit the assignment of the Assigned Marks as contemplated herein.
- 4. <u>No Modification of the Asset Purchase Agreement</u>. This Assignment is made pursuant to, and is subject to the terms of, the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner

Intellectual Property Assignment Agreement Page 1 of 2

the rights and obligations of Assignor or Assignee under the Asset Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

- 5. Amendment; Successors and Assigns. This Assignment may be amended, modified or supplemented only by written agreement of all parties hereto. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, and nothing in this Assignment, express or implied, is intended to or shall confer upon any other person any rights, interests, benefits or remedies of any nature whatsoever under or by reason of this Assignment.
- 6. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which will be an original with the same effect as if the signatures on each counterpart were upon the same instrument.
- 7. <u>Headings</u>. The headings in this Assignment are for convenience of reference only and will not control or affect the meaning or construction of any provisions of this Assignment.
- 8. <u>Governing Law</u>. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California, without regard to the conflict of laws rules of such state.
- 9. <u>Entire Agreement</u>. This Assignment and the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) constitute the entire agreement between the parties hereto with respect to the subject matter contained herein. This Assignment and the Asset Purchase Agreement (including the schedules, exhibits, and annexes thereto) supersede all prior agreements and understandings, both oral and written, between the parties hereto with respect to the subject matter contained herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

## **ASSIGNOR**

### ATS DIGITAL SERVICES LLC

By: Robert Deignan

Title: Chief Executive Officer

## **ASSIGNEE**

REALDEFENSE, LLC

By: Gary Guseinov

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

**ASSIGNOR** 

ATS DIGITAL SERVICES LLC

By: Robert Deignan

Title: Chief Executive Officer

**ASSIGNEE** 

REALDEFENSE, LLC

By: Gary Guseinov

Title: Chief Executive Officer

# Schedule 1 Trademarks

COUNTRY	TITLE	APPLICATION NUMBER / REGISTRATION NUMBER	ISSUE DATE
United States	ADVANCED THE HOMEORT	No. 4747095	June 2, 2015

## **Domains**

All domains listed below, including all other related domains and websites:

ATS Domain Names
acemalwareremoval.cors
ACEVERUSEEMOVAL.COM
AOVANCED-TECH-SUPPORT.COM
ASVANCED-TECHSUPPORT.COM
ADVANCEDTECHSUPPORT.CA
ADVANCEDTECHSUPPORT.CO.UK
ASVANCEDTECHSUPPORT.COM
ADVANCEDTECHSUPPORT IN
ADVANCETECHSUPPORT.COM
advtechsprt.com
ANTIVIRUSHEEPDESK.COM
ats-tech-support.com
atsdigitalservice.com
atsdigitalservices.com
ATEDONE.COM
MOD.E3/6002TA
ATSDONEZ.COM
ATSHAPPY COM
atstechoupport.com
BESTFREEVIRUSREMOVAL.COM
CHATATS.COM
CLEANFCPRO.COM
DOUBLESPEEDPRO.COM
driverfixpro.com
EASYBACKUPPRO.COM
EASYBACKUPRO.COM
EASYMALWAREREMOVAL.COM
EASYVIRUSREMOVAL.COM
EZBACKUPPRO.COM
EZBACKUPRO.COM
FASTERPCPRO.COM
EIGHTERHELP COM
FIX22_CRM

Intellectual Property Assignment Agreement Schedule 1

\$REE-ANTIVIRUS-TOORS.COM	
SREE-AVAST-SUPPORT.COM	
SREE-AVG-SUPPORT.COM	
FREE-AVIRA-SUPPORT.COM	
FREE-MALWAREBYTES-SUPPORT.COM	
FREEANTIVIRUSHELPDESK.COM	
PREEAVASTSUPPORT.COM	
SREEAVIRASUPPORT COM	
FREEMALWAREBYTESSUPPORT.COM	
FREETECHSUPPORT.COM	
FREEVIRUSREMOVALS.COM	
SULFSTREAMSOLUTIONS.COM	
MILOSHOES.COM	
SCECAREERS.COM	
\$CELOOKUP.COM	
SCEPUBLISHER.COM	
\$NBOUNDCALEEXPERTS.COM	
MACMRI.COM	
MALWARSEXPERTS.COM	``;
MALWAREREMOVAL.GURU	
MALWAREREMOVALSURU.COM	
MALWARESEMOVALPROS.COM	~
MALWARESEMOVALWIZARD.COM	
MAXIMUMSPEEDPRO.COM	
PEMBLCOM	
SCMBFORUFE.COM	****
CVITALWARE.COM	
PERFECTVIRUSREMOVAL.COM	
PROMALWABEREMOVAL.COM	~
REDIRECTEXPERT.COM	
SECRECTEXPERTS.COM	
SWICE COM	200
SHARK-ANTIVIRUS CORE	
SHARR-ANTIVIRUS NET	7
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Entrant for the D	
SHARK-AV.COM	
SHARK-AV.NET	
SHARKANTIVIRUS.COM	
SHARKANTIVIRUS.NET	
SHARKAV.COM	
SHARKAV.NET	
SLOWPCEXPERT.COM	
SLOWPCEXPERTS.COM	
SPYWAREHELPOESK.COM	
SPYWAREREMOVALGURU.COM	
SUPERANDROIDSUPPORT.COM	
SUPERAPPLESUPPORT.COM	
SUPERPCSUPPORT.COM	
SUPERVIBUSRESSOVAL.COM	
systemadvisorpro.com	
VIRUSREMOVACWIZARD.COM	
ATSHELPWOW.COM	3
WORKATICE.COM	
RCESVC.COM	
ATSHELFOESK.COM	
MYSYSTEMADVISOR.COM	
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Intellectual Property Assignment Agreement Schedule 1

**RECORDED: 09/12/2021**