

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459929

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thuzio. Inc.		05/31/2017	Corporation:
RECEIVING PARTY DATA			
Name:	JuliusWorks, Inc.		
Street Address:	114 W 26th St, 5th Fl		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87138868	JULIUS	
Serial Number:	87091526	VOLTA	
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:	646-919-5320		
Email:	BDOUGLAS7@JuliusWorks.com		
Correspondent Name:	Brian Douglas		
Address Line 1:	114 W 26th St, 5th Fl		
Address Line 4:	New York, NEW YORK 10001		
NAME OF SUBMITTER:	Brian Douglas		
SIGNATURE:	/Brian Douglas/		
DATE SIGNED:	01/30/2018		
Total Attachments: 10			
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ASSET TRANSFER AGREEMENT

This Asset Transfer Agreement (the “Agreement”), dated as of May 31, 2017 (the “Effective Date”), is by and between Thuzio, Inc., a Delaware corporation (“Thuzio”), and JuliusWorks, Inc., a Delaware corporation (“JuliusWorks”, and together with Thuzio, the “Parties”).

WHEREAS, JuliusWorks is a wholly owned subsidiary of Thuzio; and

WHEREAS, pursuant to a plan of reorganization, JuliusWorks will issue to the shareholders of Thuzio certain equity securities after which JuliusWorks will operate as a standalone entity (the “Spin Out”); and

WHEREAS, Thuzio desires to transfer all rights and assets related to the software platform (the “Platform”) marketed currently by Thuzio under the tradename “Julius” (the “Business”), including, without limitation, those rights and assets set forth in this Agreement and as enumerated on the schedules (the “Schedules”) hereto (the “Transferred Assets”) to JuliusWorks in anticipation of the Spin Out, and JuliusWorks desires to accept such Transferred Assets as well as certain liabilities of Thuzio related thereto, all on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including those shares of Preferred Stock of JuliusWorks issued to Thuzio described on Exhibit A hereto, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Transfer and Assignment of Transferred Assets**. Thuzio will retain all other rights and assets not expressly specified on the Schedules hereto. Thuzio hereby transfers, assigns, and delivers to JuliusWorks all right, title, and interest in and to all of the following Transferred Assets:

- (a) all the accounts or notes receivable of the Business;
- (b) all the Contracts primarily related to the Business or the Platform, including those set forth on **Schedule 1(b)** hereto;
- (c) all the Trademark set forth on **Schedule 1(c)** hereto;
- (d) all furniture, fixtures, equipment, supplies and other tangible personal property of the Business, including those listed on **Schedule 1(d)** hereto;
- (e) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees of the Business, including those set forth on **Schedule 1(e)** hereto;
- (f) all the intellectual property, programs and subroutines, algorithms, trade secrets, designs, technology, know-how, processes, data, ideas, developmental and

experimental works, techniques, future plans, and inventions (whether patentable or not) primarily pertaining to and related to the Business or the operation of the Platform;

(g) all of Thuzio's rights under warranties, indemnities and all similar rights against third parties to the extent related to any of the Transferred Assets;

(h) originals, or where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any Governmental Authority), sales material and records, strategic plans, internal financial statements and marketing and promotional surveys, and material and research relating to the Business or the Platform;

(i) the Platform and all related computer programs, operating systems, applications, firmware, middleware, or software of any nature, whether operational, under development or inactive including all object code, source code, comment code, algorithms, menu structures and arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, technical manuals, test scripts, user manuals and other documentation therefor, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature and all databases necessary or appropriate to operate any such computer programs, operating systems, applications, firmware, middleware, or software; and

(j) all goodwill associated with any of the assets described in the foregoing clauses.

2. **Assumption of Assumed Liabilities.** Thuzio hereby transfers, grants, contributes, assigns, conveys, and delivers to the JuliusWorks: (i) all obligations and liabilities pursuant to contracts and agreements that are Transferred Assets arising after the Effective Date; and (ii) all obligations and liabilities incurred in the operation, ownership or use of the Transferred Assets after the Effective Date (collectively, the "Assumed Liabilities"). JuliusWorks hereby assumes and becomes responsible for, and agrees to perform, pay or discharge, or cause to be performed, paid or discharged, all of the Assumed Liabilities in a timely manner in accordance with the terms thereof.

3. **No Assumption of Excluded Liabilities.** Any contrary provision of this Agreement notwithstanding: (i) Thuzio is not assigning or delegating, and JuliusWorks is not assuming, and will not be responsible for or otherwise bear the economic burden of any obligations or liabilities of Thuzio other than the Assumed Liabilities (the "Excluded Liabilities"); and (ii) Thuzio will remain responsible for and will perform, pay or discharge in full all of the Excluded Liabilities.

4. **Consideration.** On the Effective Date, in full consideration for Thuzio's assignment, conveyance and transfer of the Transferred Assets and its rights, obligations and benefits thereunder, contemporaneously with the assignment, conveyance and transfer of the Transferred Assets, JuliusWorks shall issue to Thuzio on the Effective Date the shares of Preferred Stock of JuliusWorks identified on Exhibit A hereto, the receipt of which is hereby acknowledged.

5. **Effectiveness of Transfer.** The transactions contemplated hereby will be effective as of 12:00 A.M. Eastern Standard Time on the Effective Date.

6. **Indemnification.**

(a) **Indemnification by the Thuzio.** Thuzio hereby agrees to indemnify and hold harmless JuliusWorks and its successors and permitted assigns against all losses, claims, demands, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) of every kind, nature, and description based upon, and arising out of or otherwise in respect of, the Excluded Liabilities.

(b) **Indemnification by JuliusWorks.** JuliusWorks hereby agrees to indemnify and hold harmless Thuzio and its successors and permitted assigns against all losses, claims, demands, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) of every kind, nature, and description based upon, and arising out of or otherwise in respect of, the Assumed Liabilities.

7. **Further Assurances.** To vest the Transferred Assets in JuliusWorks and its successors and permitted assigns, Thuzio will, and will cause its affiliates, successors, and permitted assigns to: (i) execute and deliver such additional instruments of transfer and conveyance and other documents reasonably requested by JuliusWorks; and (ii) take such other actions reasonably requested by JuliusWorks.

8. **General Provisions.**

(a) **Entire Agreement.** This Agreement constitutes the complete agreement and understanding between the Parties regarding the subject matter of this Agreement and supersedes any prior understandings, agreements or representations regarding the subject matter hereof.

(b) **Amendment.** The Parties may amend this Agreement only pursuant to a written agreement executed by both Parties.

(c) **Waiver.** The Parties' respective rights and remedies pursuant to this Agreement are cumulative and not alternative. Neither the failure, nor any delay by any Party in exercising any right, power or privilege pursuant to this Agreement, will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. No waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. No waiver given will be applicable except in the specific instance for which it was given. No notice to or demand on a

Party will constitute a waiver of any obligation of such Party or the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(d) **Assignment**. Neither Party may assign this Agreement or any rights pursuant to this Agreement, or delegate any duties pursuant to this Agreement, without the other Party's prior written consent.

(e) **Binding Effect**. This Agreement will inure to the benefit of and bind the Parties and their respective successors and permitted assigns.

(f) **Severability**. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable, and the Parties will work in good faith to replace the invalid or unenforceable provision with valid and enforceable provisions, the economic effect of which comes as close as possible to the economic effect intended by the invalid or unenforceable provision.

(g) **Construction**. Each Party participated in the negotiation and drafting of this Agreement, assisted by such legal and tax counsel as it desired, and contributed to its revisions. Any ambiguities with respect to any provision of this Agreement will be construed fairly as to all Parties and not in favor of or against any Party. All pronouns and any variation thereof will be construed to refer to such gender and number as the identity of the subject may require. The terms "include" and "including" indicate examples of a predicate word or clause and not a limitation on that word or clause.

(h) **Governing Law**. This Agreement shall in all respects be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to its conflicts of laws principles.

(i) **Counterparts**. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute one and the same agreement. Signature pages to this Agreement may be delivered by facsimile or electronic transmission, and the use of a facsimile or electronic transmission to deliver a signature will not be a defense to the enforceability of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Asset Transfer Agreement, as of the date first set forth above.

THUZIO, INC.

By: *Jared Augustine* 6/1/2017
6A50627B1FCB47B...

Name: Jared Augustine

Title: CEO

JULIUSWORKS, INC.

By: *Brian Douglas* 6/1/2017
8B6F5A1A1119434...

Name: Brian Douglas

Title: CFO

[SIGNATURE PAGE TO ASSET TRANSFER AGREEMENT]

TRADEMARK
REEL: 006260 FRAME: 0139

Schedule 1(b)

Contracts

- Joint Promotion and Referral Agreement by and between The Marketing Arm Inc. and Thuzio, Inc. dated as of October 20, 2016
- Julius Terms and Conditions by and between The Marketing Arm Inc. and Thuzio, Inc. dated as of December 23, 2016
- Advisory Board consulting Agreement by and between David Chissick and Thuzio, Inc. dated as of February 1, 2017
- Julius License Agreement by and between the New York Office of McCann-Erickson USA, Inc. and Thuzio, Inc. dated as of February 16, 2017
- License and Services Agreement by and between Viacom International Inc. and Thuzio, Inc. dated as of March 24, 2017
- Omnicom Master Subscription Agreement by and between Omnicom Group Inc. and Thuzio, Inc. dated as of April 24, 2017

Schedule 1(c)

Trademarks

- Julius – U.S. Trademark Serial No. 37/138,868
- Volta – U.S. Trademark Serial No. 87/091,526

Schedule 1(d)

Tangible Property

Furniture
36 Desks
50 Chairs
4 Tables
8 Sofa Chairs
5 TVs
Book Value as of 4/30/17: \$3,848
Computers
37 Laptops
31 Monitors
Book Value as of 4/30/17: \$18,925
Total Book Value as of 4/30/17: \$22,773

Schedule 1(e)

Prepayments (Values as of 4/30/17)

Prepaid Insurance: \$15,633

Prepaid Marketing Systems: \$15,892

Prepaid Lead Generation Expense: \$519

Prepaid Dues & Subscriptions: \$214

Prepaid Repair & Maintenance: \$200

Computer & Internet: \$1,717

CDBI Fee: \$6,426

Total at 4/30/17: \$40,601

EXHIBIT A

Consideration

<u>Series of Preferred Stock</u>	<u>Number of Shares</u>
<u>Series Seed</u>	623,746
<u>Series Seed-1</u>	105,412
<u>Series A</u>	808,291
<u>Series B</u>	874,004
<u>Series B-1</u>	222,826