

09/11/2012



Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/20)

103649071

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-11-12

**1. Name of conveying party(ies):**

CHARACTER TRAINING INSTITUTE, INC.

- Individual(s)
- Partnership
- Corporation- State: Oklahoma
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 31, 2012

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: STRATA LEADERSHIP, LLC

Street Address: 105 N. Hudson, Suite 650

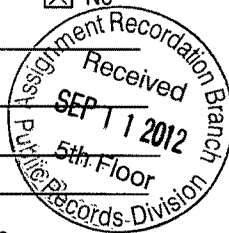
City: Oklahoma City

State: OK

Country: USA Zip: 73102

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other LLC Citizenship Oklahoma

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)



**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s)

Trademark Registration Nos. 2,076,307 and 2,076,645

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

CHARACTER FIRST (both Trademark Registration Nos. 2,076,307 and 2,076,645 refer to this mark).

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Blaney and Tweedy, PLLC, c/o Chris Tweedy

Internal Address: \_\_\_\_\_

Street Address: 204 North Robinson, Suite 2601

City: Oklahoma City

State: OK Zip: 73102

Phone Number: 405-235-8445

Docket Number: \_\_\_\_\_

Email Address: ctweedy@btlawokc.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$65.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 05 02 0015 UTOW11 00000007 2076307

Authorized User Name \_\_\_\_\_ 40.00 OP  
62 FC:8322 25.00 OP

**9. Signature:**

September 6, 2012

Date

L. Christopher Tweedy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is entered into as of this 31<sup>st</sup> day of August, 2012 (the "Effective Date") by and between **CHARACTER TRAINING INSTITUTE, INC.**, an Oklahoma not for profit corporation ("Assignor") and **STRATA LEADERSHIP, LLC** an Oklahoma limited liability company ("Assignee").

**WHEREAS**, pursuant to the Asset Purchase Agreement dated as of August 31, 2012 by and between Assignor and Assignee ("Purchase Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Trademarks (as defined below); and

**NOW, THEREFORE**, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title, and interest in and to (i) the mark CHARACTER FIRST having the U.S. Trademark Registration Nos. 2,076,307 and 2,076,645, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby (the "Trademarks"); (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewal or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all rights in and to income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suite, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Without limitation of any applicable provision of the Purchase Agreement, ~~Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks to Assignee.~~ Assignor hereby authorizes Assignee to request the relevant government entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Trademarks.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to

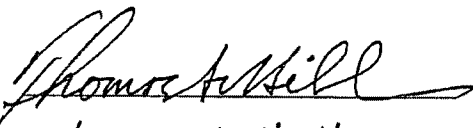
be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, Assignor and Assignee have executed this Trademark Assignment as follows, effective as of the Effective Date.

**ASSIGNORS:**

**CHARACTER TRAINING INSTITUTE,  
INC.**


By: 

Name: Thomas A. Hill

Its: President

**ASSIGNEE:**

**STRATA LEADERSHIP, LLC**

By: 

Name: NATHAN MELLOR

Its: President