

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the inaccurate cover sheet that purported to transfer ownership of US Reg. No. 3,836,195 from Augsburg Fortress to Tayenaka Cammell previously recorded on Reel 004935 Frame 944. Assignor (s) hereby confirms the ownership of U.S. Reg. No. 3,836,195 remains in the name of the Publishing House of the Evangelical Lutheran Church in America.		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	OC Creative Media Inc.		06/20/2013
			Entity Type
			CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Publishing House of the Evangelical Lutheran Church in America		
Street Address:	100 South Fifth Street, Suite 600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55440		
Entity Type:	Non-Profit Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	3836195	SPARK HOUSE
CORRESPONDENCE DATA			
Fax Number:	6516867111		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	651-259-2302		
Email:	Ljoyce@ip-firm.com		
Correspondent Name:	Linda M. Byrne, Crawford Maunu PLLC		
Address Line 1:	1150 Northland Drive, Suite 100		
Address Line 4:	St. Paul, MINNESOTA 55120		
ATTORNEY DOCKET NUMBER:	ELCA.139TM		
NAME OF SUBMITTER:	Linda M. Byrne		

Signature:	/Linda M. Byrne/
Date:	07/02/2013
<b>Total Attachments: 6</b> source=Executed Correction of Assignment Affidavit#page1.tif source=Executed Correction of Assignment Affidavit#page2.tif source=Executed Correction of Assignment Affidavit#page3.tif source=Executed Correction of Assignment Affidavit#page4.tif source=Executed Correction of Assignment Affidavit#page5.tif source=Executed Correction of Assignment Affidavit#page6.tif	

TRADEMARK

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Publishing House of the Evangelical  
Lutheran Church in America

Registration No.: 3,836,195

Docket: ELCA.139TM

Registration Date: August 17, 2010

Mark:

SPARK  
HOUSE

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CORRECTION OF OCTOBER 5, 2012  
INADVERTENT ASSIGNMENT RECORDAL AFFIDAVIT

Commissioner for Trademarks  
BOX POST REGISTRATION UNIT  
2900 Crystal Drive  
Arlington, VA 22202-3513

Dear Commissioner,

This Affidavit is being submitted at the request of the Publishing House of the Evangelical Lutheran Church in America, which does business as Augsburg Fortress. I am the Chief Executive Officer and Co-Founder of OC Creative Media Inc., which applied to register SPARKHOUSE on September 16, 2011 (Serial No. 85-424,326).

It was recently discovered that OC Creative Media recorded a trademark assignment document with the U.S. Patent and Trademark Office, which purported to transfer ownership of OC Creative Media's SPARKHOUSE application to an entity called "Tayenaka Cammell." This document was recorded on December 21, 2012, at Reel 4935, Frame 944. Exhibit A is the Assignment Cover Sheet Form and two page document titled "Trademark Assignment."

In the process of recording this document to transfer the ownership of its SPARKHOUSE trademark, OC Creative Media accidentally requested that the Trademark Office record that the owner of the SPARKHOUSE & Design mark (Reg. No. 3,836,195) be Tayanaka Cammell, rather than Augsburg Fortress.

**TRADEMARK**  
**REEL: 005062 FRAME: 0629**

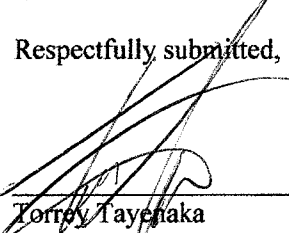
According to the Assignment Branch records of the U.S. Patent and Trademark Office, the above registration has purportedly been transferred to "Tayenaka Cammell." This is the result of an inadvertent error on the Assignment Cover Sheet Form, which incorrectly listed Reg. No. 3,836,195 as one of the trademarks being conveyed. In actuality, Reg. No. 3,836,195 has not been assigned to Tayenaka Cammell or any other entity. The records of the U.S. Patent and Trademark Office should reflect that U.S. Reg. No. 3,836,195 remains in the name of Augsburg Fortress.

In view of the above, it is respectfully requested that the purported assignment (dated October 5, 2012) that was recorded on December 21, 2012, with respect to U.S. Reg. No. 3,836,195, be disregarded.

I confirm that the above statement of facts is made voluntarily and that all information contained in this Affidavit is true, and that all statements made on information and belief are believed to be true.

If there are any questions or comments regarding this matter, please contact the undersigned.

Respectfully submitted,



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Torrey Tayenaka  
Chief Executive Officer  
OC Creative Media Inc.  
1727 Superior Avenue  
Costa Mesa, CA 92627  
(949) 292-3835

Subscribed and sworn to me this \_\_\_\_ day of June 2013.

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Notary Public



TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
OC Creative Media Inc.		10/01/2012	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Tayenaka Cammell
<b>Street Address:</b>	1727 Superior Ave
<b>City:</b>	Costa Mesa
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92627
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	77846657	SPARK HOUSE
<b>Registration Number:</b>	3836195	SPARK HOUSE

**CORRESPONDENCE DATA**

Fax Number:  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 9492923835  
 Email: Torrey@thesparkhouse.com  
 Correspondent Name: Torrey Tayenaka  
 Address Line 1: 1727 Superior Ave  
 Address Line 4: Costa Mesa, CALIFORNIA 92627

<b>NAME OF SUBMITTER:</b>	Torrey Tayenaka
<b>Signature:</b>	/Torrey Tayenaka/
<b>Date:</b>	10/05/2012

EXHIBIT A

OP \$65.00 77846657

Monday, October 29, 2012

## TRADEMARK ASSIGNMENT

This Agreement is entered into freely by and between OC Creative Media Inc. ("Assignor") and Tayenaka Cammell ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: [NAME OF TRADEMARK(S) and identifying information] (the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Trademark in perpetuity;

NOW, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of [\$1], payable on Monday, October 29, 2012.
3. Representations and Warranties. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademark is free of any liens, security interests, encumbrances or licenses[, except as explicitly mentioned in Exhibit 1];
  - (d) The Trademark does not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
  - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

## EXHIBIT A

TRADEMARK  
REEL: 004935 FRAME: 0946  
TRADEMARK  
REEL: 005062 FRAME: 0633

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

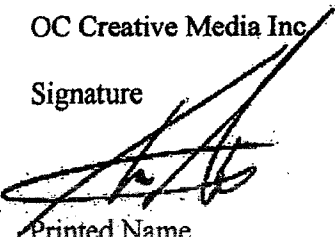
9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of United States of America and the State of California.

Date: Monday, October 29, 2012

ASSIGNEE

OC Creative Media Inc

Signature



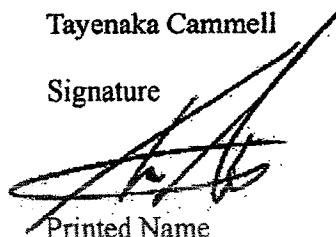
Printed Name

Torrey Tayenaka

ASSIGNOR

Tayenaka Cammell

Signature



Printed Name

Torrey Tayenaka

**EXHIBIT A**

RECORDED: 10/05/2012

RECORDED: 07/02/2013

TRADEMARK  
REEL: 004935 FRAME: 0947  
TRADEMARK

REEL: 005062 FRAME: 0634