

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spiritual Gangster, LLC		08/18/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Spiritual Gangster Holdings, Inc.		
Street Address:	11811 N Tatum Blvd #3055		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85028		
Entity Type:	CORPORATION: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3675188	SPIRITUAL GANGSTER	
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:	6024685751		
Email:	dunawaylegal@gmail.com		
Correspondent Name:	Robert Dunaway		
Address Line 1:	4350 E Camelback Road, Suite B200		
Address Line 4:	Phoenix, ARIZONA 85018		
ATTORNEY DOCKET NUMBER:	SPIRITUAL GANGSTER		
NAME OF SUBMITTER:	Robert Dunaway		
SIGNATURE:	/robertdunaway/		
DATE SIGNED:	08/24/2014		
Total Attachments: 2			
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OP \$40.00 3675188

ASSIGNMENT OF TRADEMARK AGREEMENT

THIS ASSIGNMENT OF TRADEMARK AGREEMENT ("Agreement") is entered into by and between Spiritual Gangster, LLC, an Arizona limited liability company, with a place of business located at 11811 N. Tatum Boulevard, Suite 3055, Phoenix, AZ 85028, hereinafter referred to as "Assignor" and Spiritual Gangster Holdings, Inc., an Arizona corporation, with a place of business located at 11811 N. Tatum Boulevard, Suite 3055, Phoenix, AZ 85028 hereinafter referred to as "Assignee," on this 18th day of August, 2014 (the "Effective Date").

WHEREAS, Assignor is the owner of the registered trademark SPIRITUAL GANGSTER with a United States Patent and Trademark Office registration number of 3675188 ("the Mark");

WHEREAS, Assignor has transferred all of its assets including its intellectual property assets, such as but not limited to trade secrets, copyrights, trademarks, patents and any other intellectual property of Assignor, to Assignee; and

WHEREAS, this Agreement is executed in furtherance of such transfer of assets by Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee all right, title and interest in the United States and throughout the world, in and to the Mark, together with the goodwill of the business symbolized by the Mark and the registration therefor, and any affidavits, renewals, extensions or other applications based in whole thereon; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which said Mark rights are or may be granted, renewed or reissued, as fully and entirely as the same would have been held and enjoyed by Assignor, if this assignment had not been made; together with all claims for damages by reason of past infringement of said Mark, with the right to sue for such damages, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor agrees for itself and its successors and assigns to execute all applications, deeds or other instruments, and to do all acts necessary or proper to secure the transfer to the said Assignee and its successors and assigns of the Mark in the United States and all other countries, with claims to vest and confirm in said Assignee and its successors and assigns, the legal title to all such Mark and to otherwise give full effect to and perfect the rights of said Assignee under this Agreement.

3. The Assignor hereby warrants and represents that the Assignor possesses full right and authority to enter into this Agreement and to transfer the aforementioned rights, title,

interest and obligation. The Assignor warrants and represents that the aforementioned rights, title, interest and benefits are free from all liens, encumbrances, or adverse claims.

4. The Agreement shall be binding upon and inure to the benefit of Assignor and Assignee, and to their successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Assignor:

By: 

Name: Ian Lopatin

Title: Manager

SPIRITUAL GANGSTER, LLC

Assignee:

By: 

Name: Ian Lopatin

Title: CEO

**SPIRITUAL GANGSTER HOLDINGS,
INC.**