

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316724

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|---|--|-----------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Green Retail Ventures LLC | | 08/29/2014 | LIMITED LIABILITY COMPANY: |
| RECEIVING PARTY DATA | | | |
| Name: | Wise Innovations Inc | | |
| Doing Business As: | DBA Babyearth | | |
| Street Address: | 106 E Old Settlers Blvd Suite D100 | | |
| City: | Round Rock | | |
| State/Country: | TEXAS | | |
| Postal Code: | 78664 | | |
| Entity Type: | CORPORATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3290473 | GREEN LIVING | |
| 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: | 6504649585 | | |
| Email: | tbazzone@gmail.com | | |
| Correspondent Name: | Tom Bazzone | | |
| Address Line 1: | 3815 NORTHWEST PKWY | | |
| Address Line 4: | DALLAS, TEXAS 75225 | | |
| NAME OF SUBMITTER: | Thomas M Bazzone | | |
| SIGNATURE: | /Thomas M Bazzone/ | | |
| DATE SIGNED: | 09/11/2014 | | |
| Total Attachments: 2 | | | |
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| source=ETAS file#page2.tif | | | |

OP \$40.00 3290473

Exhibit A

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), effective as of August 29, 2014, (the "Effective Date"), is made by and between Green Retail Ventures LLC, a Texas Limited Liability Company, located at PO Box 6998 Granbury TX 76049 ("Assignor"), and Wise Innovations, Inc., a Texas corporation, located at 106 E Old Settlers Blvd. Ste D100, Round Rock, TX 78664 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has adopted and used, and has registered the trademarks and service marks set forth on Schedule A in connection with educational and charitable services (the "Marks");

WHEREAS, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof; and

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

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing, any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, and the right to recover damages and profits for past infringement thereof.

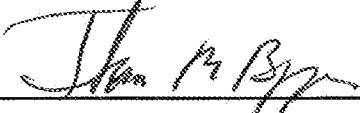
2. Assignor, for itself and its successors and assigns, hereby covenants and agrees that, from time to time, Assignor without further consideration will execute and deliver, or cause to be executed and delivered, to Assignee such assignments, consents, and other instruments, in form and substance reasonably satisfactory to Assignee, and take all such other actions to more effectively transfer to and vest in Assignee the Marks free and clear of all encumbrances, and to record assignment of the Marks.

3. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has executed this Assignment effective as of the date first above written.

Green Retail Ventures LLC

By: 
Name: Thomas M Bazzore
Title: President & CEO

[Signature Page to Trademark Assignment Agreement]