

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM316481

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
J Kirston Henderson		02/25/2013	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XIP, LLC		
<b>Street Address:</b>	PO Box 121728		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76121		
<b>Entity Type:</b>	CORPORATION: TEXAS		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3934721	TOP GUN	
<b>Registration Number:</b>	3514860	TOP GUN	
<b>Registration Number:</b>	3443918	SPIRIT OF 76	
<b>Registration Number:</b>	3396752	USA STORES	
<b>Registration Number:</b>	3390374	USA STORES	
<b>Registration Number:</b>	3415556	COMPUSHACK	
<b>Registration Number:</b>	3805041	UNSIGNED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	214-417-7045		
<b>Email:</b>	jkh@xipllc.net		
<b>Correspondent Name:</b>	J Kirston Henderson		
<b>Address Line 1:</b>	1709 Ridgmar Blvd.		
<b>Address Line 4:</b>	Fort Worth, TEXAS 76116		
<b>NAME OF SUBMITTER:</b>	J. Kirston Henderson		
<b>SIGNATURE:</b>	/J. Kirston Henderson/		
<b>DATE SIGNED:</b>	09/09/2014		
<b>Total Attachments: 3</b>			

OP \$190.00 3934721

TRADEMARK

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## Assignment of Intellectual Property Agreement

This Agreement is made as of February the 25<sup>th</sup>, 2013 (the "Effective Date") by and between J. Kirston Henderson, an individual with an address at 1709 Ridgmar Blvd., Fort Worth, Texas, 76116, (hereafter referred to as JKH), and XIP, LLC, a Texas LLC with a Secretary of State File Number of 801734747, and with an address at PO Box 141102, Irving, TX 75014, (hereafter referred to as XIP).

*Whereas*, JKH is the owner of certain Common Law Trademarks, Copyrights, Designs, Domain Names, and Trade Secrets purchased from United IP, LLC on November 25<sup>th</sup>, 2009, and Derivative Works created under license from JKH and based upon those Copyrights and/or Trade Secrets purchased from United IP, LLC, and the following Registered Trademarks:

Top Gun	Registration Number: 3934721
Top Gun	Registration Number: 3514860
Spirit of 76	Registration Number: 3276205
Spirit of 76	Registration Number: 3443918
USA Stores	Registration Number: 3396752
USA Stores	Registration Number: 3390374
CompuShack	Registration Number: 3415556
Unsigned	Registration Number: 3805041

(hereafter referred to as the "Intellectual Property" or "IP"). JKH *does not assign* any rights whatsoever to any Intellectual Property he owns that was developed outside of United IP, LLC and its licensees. *Specifically excluded* from this Assignment are any Patents, Trademarks, Copyrights, and Trade Secrets arising out of, or related to, MegaRail Transportation Systems.

*Whereas*, JKH desires to assign the Intellectual Property to XIP.

*Therefore, for and in consideration of the sum of Ten Dollars (\$10.00)* and other good and valuable consideration the undersigned JKH does hereby convey unto XIP the IP described above on the following terms:

**1. Grant and Assignment.** JKH acknowledges and agrees that all IP described above is owned by XIP in the entirety: (a) in the case of copyrights, as "works made for hire" in which XIP owns all copyright rights worldwide as the author, and (b) as the exclusive owner or XIP of all worldwide rights to the IP, including, without limitation, all copyright rights to the extent certain articles of the IP are deemed by governmental authority not to be a work made for hire.

Right assigned by JKH to XIP include, but are not limited to: (i) all copyrights, patents, trademarks, trade secrets, design rights, in both print, electronic, and any other format, in all territories worldwide, via all distribution methods now and in the future, as well as (ii) any other rights for XIP to exclusively reproduce, create or authorize derivative works, publicly distribute, publicly display, publicly perform, exercise all sound recordings rights (including, without limitation, all digital distribution, reproduction, and performance rights) and moral rights (including, without limitation, all rights to attribution and integrity), as well as practice, make, use, sell, have made and manufactured, have sold, offer for sale, design, reproduce, and improve the IP and any new designs or derivations of the IP, (iii) any Internet Domain Names, and (iv) any pending patent and trademark applications.

**2. Securing Rights.** JKH agrees to take all steps at the request of XIP to secure for XIP all rights in the IP and to protect XIP's rights in the IP. JKH appoints XIP as my attorney-in-fact to enable XIP to record, file and prosecute any application for, and acquire, maintain and enforce, any intellectual property rights and any other rights in the IP throughout the universe in all languages and in all media and forms of expression and communication now or


 XIP JKH

later developed, including, without limitation, all extensions, renewals and reissues. JKH waives any and all rights of attribution and integrity JKH may have in any of the Developments pursuant to Section 17 U.S.C. §106A(e) of the United States copyright laws.

**3. Issuance.** JKH authorizes and requests that the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, to issue Patents, Trademarks, or other evidence or forms of industrial property protection on applications to XIP, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

JKH authorizes and requests that the United States Copyright Office, and any official of any country or countries foreign to the United States, to issue copyright registrations, to XIP, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

JKH authorizes and requests that any Internet Domain Name Registrars managing Internet Domain Names owned by JKH to transfer those Internet Domain Names to XIP, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

**4. Warranties.** JKH represents that he has full rights to convey the entire rights assigned, that he has not executed, and will not execute, any agreement conflicting with this instrument, and that he has not sold the IP to any other person or legal entity. JKH warrants that there are no liens or assessments against the IP. JKH further warrants that he has not declared bankruptcy during the period of his ownership of the IP.

**5. Successors and Assigns.** This Assignment will inure to the benefit of and be binding upon each of the Parties' respective agents, representatives, officers, directors, employees, assigns, heirs, and subsidiaries.

**6. Full Agreement.** This Agreement states the entire agreement between the parties and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

**7. Governing Law.** This Assignment is made under and shall be construed according to the laws of the State of Texas. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Texas.

**8. Effective Date.** The effective date of this Assignment shall be the date signed by the parties. If the parties sign on different dates, the effective date shall be the date of the last signature.

**9. Severability.** If any of the provisions of this Assignment are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**10. Counterparts/Facsimile.** This Assignment may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

JKH  XIP JCH

In Witness Whereof, the JKH and XIP execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

For J. Kirston Henderson

[Signature]  
J. Kirston Henderson Date 2-25-13

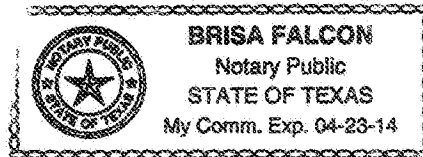
Certificate of Acknowledgment

State of Texas  
County of Tarrant

Before me, ( BRISA FALCON ), on this day personally appeared J. Kirston Henderson, known to me (or proved to me through Texas State Drivers License) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25 day of Feb., 2013.

[Signature]  
Notary Public's Signature



For XIP, LLC

[Signature]  
James Carl Henderson Date 2-25-13  
President, XIP

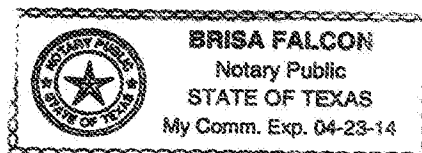
Certificate of Acknowledgment

State of Texas  
County of Tarrant

Before me, ( BRISA FALCON ), on this day personally appeared James Carl Henderson, known to me (or proved to me through Texas State Drivers License) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 25 day of Feb., 2013.

[Signature]  
Notary Public's Signature



[Signature] XIP JKH