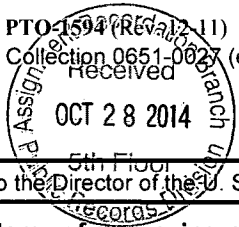


10/29/2014

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/14)



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



103669515

ET

10/28/14

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

1. Name of conveying party(ies):

Stephen Scott Davis

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- 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) October 22, 2014

- 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: Sharon Mathews

Street Address: 805 East 400 North

City: Mapleton

State: Utah

Country: USA Zip: 84664

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

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)

3,168,379

Additional sheet(s) attached?  Yes  No

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

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

Name: E. Gregg Tobler

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

Street Address: 118 North 1600 West, Suite B

City: Mapleton

State: UT Zip: 84664

Phone Number: 801-491-6040

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

Email Address: gtobler@toblerlawoffice.net

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

10/29/2014 KNGUYENI 00000001 3168379

Deposit Account Number \_\_\_\_\_ 40.00-00

Authorized User Name \_\_\_\_\_

9. Signature: Sharon A. Mathews

Signature

October 24, 2014

Date

Sharon Mathews

Name of Person Signing

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

4

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  
REEL: 005395 FRAME: 0323

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is entered into this 22<sup>nd</sup> day of October, 2014, by and between Stephen Scott Davis ("Assignor") and Sharon Mathews ("Assignee"). Specific provisions and terms of the Agreement are as follows.

### RECITALS

**WHEREAS**, Assignor Trademarked / Word Marked the word or term "Wac'em" with United States Patent and Registration Office, which was assigned Registration Number 3,168,379 (Serial No. 78772763) on or about November 7, 2006 ("Assigned Trademark");

**WHEREAS**, Assignor has the right to transfer the said Assigned Trademark as defined above;

**WHEREAS**, Assignee desires to purchase the Assigned Trademark from Assignor and Assignor desires to sell the Assigned Trademark to Assignee;

**WHEREAS**, Assignor has agreed to irrevocably transfer and assign to Assignee all of its right, title and interest, in, to and under certain trademark and word marks as set forth herein;

**WHEREAS**, the Parties are desirous that this Agreement set forth in writing the terms and conditions upon which the Trademark Assignment shall be accomplished;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and fully intending to be legally bound, the Parties do hereby agree as follows:

### TERMS

1. **Consideration:** Assignor agrees to transfer to Assignee said Assigned Patent in exchange for the sum of One Hundred and no/100 Dollars (\$100.00).
2. **Assignment:** Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers all of its right, title and interest of every kind and character through the world, including all reissues, continuations, divisions in, to and under the said Trademark, to the full extent of its ownership or interest therein, including, without limitations, all rights and causes of action for infringement or misappropriation (past, present or future) of the Assigned Trademark, all rights to apply for or register any of the foregoing, and any and all other rights and interests arising out of, in connection with or in relation to the Assigned Trademark.

3. License: Subject to the terms and conditions set forth in this Agreement, Assignee hereby grants to Assignor, a limited, royalty-free, fully paid-up, worldwide, non-exclusive license, to the Assigned Trademark, to practice, make and use the inventions, ideas and information embodied therein, and to make, use, offer to sell, sell, lease or import products, services, processes, methods and materials embodying or deriving from the inventions, ideas and information from the Assigned Trademarks solely in the conduct of their respective business and any activities derived directly therefrom subsequent to the Closing Date.

4. USPTO Form 1595: At Closing, Parties shall execute USPTO Form 1595 for filing with the United States Patent and Trademark Office.

5. Closing: "Closing" shall mean the closing of Assignee's purchase of the Assigned Trademark from Assignor as contemplated by this Agreement. Such Closing shall take place on or before October 31, 2014 (with the payment of the sales price), unless otherwise agreed by the Parties in writing ("Closing Date").

6. Taxes: Assignor and Assignee agree that this transaction may have tax consequences for both parties. Both hereby agree to recognize this transaction in connection with their individual and corporate taxes and to seek advice from counselors on all issues as appropriate and necessary. Both parties agree to hold the other harmless for any failure to recognize and pay taxes in connection with this Agreement.

7. Default: In the event that Assignee defaults on this Agreement by failing to pay either the cash (or negotiable check) pursuant to this Agreement or by otherwise breaching this Agreement, Assignor may terminate this Agreement and foreclose any interest of Assignee not already paid for. If any legal action is required to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and attorney fees associated therewith.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year first above written.

ASSIGNOR:

Stephen Scott Davis  
STEPHEN SCOTT DAVIS

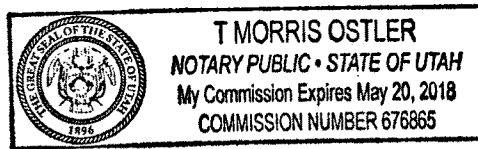
STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

On the 22<sup>nd</sup> day of October, 2014, personally appeared before me STEPHEN SCOTT DAVIS, the signer of this instrument, who duly acknowledged to me that he executed same.

T Morris Ostler  
Notary Public

ASSIGNEE:

Sharon A. Mathews  
SHARON A. MATHEWS



STATE OF UTAH            )  
  :SS  
COUNTY OF UTAH        )

On the 22<sup>nd</sup> day of October, 2014, personally appeared before me SHARON A. MATHEWS, the signer of this instrument, who duly acknowledged to me that she executed same.

T Morris Ostler  
Notary Public

