

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM333308

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earth Night, LLC		02/25/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Papadosio, Inc.		
Doing Business As:			
Street Address:	261 Cumberland Ave		
City:	Asheville		
State/Country:	NORTH CAROLINA		
Postal Code:	28801		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4504271	EARTH NIGHT	
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:	614-431-2277		
Email:	lbass@taftlaw.com		
Correspondent Name:	Leon Bass		
Address Line 1:	65 E. State St. Ste 1000		
Address Line 2:	10th Floor		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	PAPADOSIO INCPAP10 GN001		
NAME OF SUBMITTER:	Leon Bass		
SIGNATURE:	/leebass/		
DATE SIGNED:	02/25/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August 7, 2014, is made by Earth Night, LLC ("**Assignor**"), a Texas Limited Liability Company, located at 3006 Woodside St Dallas TEXAS 75204, in favor of Papadosio, Inc. ("**Assignee**"), a NORTH CAROLINA Corporation, located at 261 Cumberland Ave Asheville NORTH CAROLINA 28801.

WHEREAS, a dispute arose as to the ownership of the trademark rights in and to the mark "Earth Night" (the "Trademark") between Assignee and Assignor; and,

WHEREAS, Assignor and Assignee, wish to resolve such dispute, and,

WHEREAS, Assignor has agreed to acknowledge Assignee's rights in and to the Trademark and execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office (the "USPTO");

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the mutual obligations and terms hereunder and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark. The assignment includes, without limitation:

2. Assignment. In consideration for the mutual obligations and terms hereunder and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark. The assignment includes, without limitation:

(a) Any and all trademark registrations and trademark applications for the Trademark, including but not limited to USPTO Serial Number 85883925, registration number 4504271 for "Earth Night," registered on April 1, 2014;

(b) Registrations of and/or any rights to or in all internet domain names incorporating the Trademark or similar mark(s), registered, owned or controlled by Assignor or its Members, in any generic top level domain by any authorized private registrar or governmental authority;

(c) 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;

(d) all rights of any kind whatsoever of Assignor in and to any and all rights granted herein or accruing under the Trademark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Trademark including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

4. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications related to the Trademark have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing.

(b) Except as any rights claimed by Assignee, Assignor owns all right, title and interest in and to the Trademark and the related registrations, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Trademark and Assignor's ownership and use thereof.

(c) Assignor has provided Assignee with true and complete copies of all Licenses related to the Trademark, if any, and if none were provided then Assignor represents that no such licenses exist. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such Licenses.

(d) No person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Trademark.

5. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees, all litigation expenses and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

6. General.

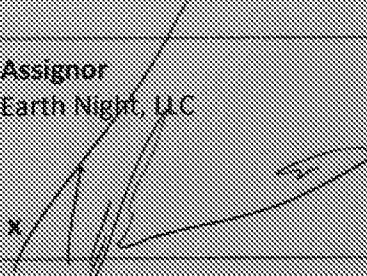
(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction). Any and all actions or claims regarding this agreement or relating thereto shall be brought in state or federal courts located in Franklin County, Ohio, and the parties consent to jurisdiction thereto.

(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

<p>Assignor Earth Night, LLC</p> 	<p>2/25/15</p>	<p>Assignee Papadosio, Inc.</p>	
<p>By: Tommy Armour Its: Authorized Representative</p>	<p>Date ↑</p>	<p>x Jason Takahashi Its: Authorized Representative</p>	<p>Date ↑</p>

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WHEREAS, a dispute arose as to the ownership of the trademark rights in and to the mark "Earth Night" (the "Trademark") between Assignee and Assignor; and,

WHEREAS, Assignor and Assignee, wish to resolve such dispute, and,

WHEREAS, Assignor has agreed to acknowledge Assignee's rights in and to the Trademark and execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office (the "USPTO");

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the mutual obligations and terms hereunder and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark. The assignment includes, without limitation:

2. Assignment. In consideration for the mutual obligations and terms hereunder and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Trademark. The assignment includes, without limitation:

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(c) 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;

(d) all rights of any kind whatsoever of Assignor in and to any and all rights granted herein or accruing under the Trademark provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Trademark including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

4. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications related to the Trademark have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and all such trademark registrations and applications are otherwise in good standing.

(b) Except as any rights claimed by Assignee, Assignor owns all right, title and interest in and to the Trademark and the related registrations, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Trademark and Assignor's ownership and use thereof.

(c) Assignor has provided Assignee with true and complete copies of all Licenses related to the Trademark, if any, and if none were provided then Assignor represents that no such licenses exist. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such Licenses.

(d) No person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Trademark.

5. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees, all litigation expenses and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

6. General.

(a) Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

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IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

Assignor Earth Night, LLC x		Assignee Papadosio, Inc. Jason xTakahashi <small>Digitally signed by Jason Takahashi DN: cn=Jason Takahashi, o=Papadosio, ou=Earth Night Network, email=jason@papadosio.com, c=US Date: 2015.02.25 18:31:45 -05'00'</small>	
By: Tommy Armour <i>Its: Authorized Representative</i>	Date ↑	Jason Takahashi <i>Its: Authorized Representative</i>	Date ↑