

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM354451

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Want Different Do Different LLC ; AND <i>CARY BAKKER</i>		09/01/2015 <i>09/01/2015</i>	LIMITED LIABILITY COMPANY: FLORIDA <i>INDIVIDUAL</i>
RECEIVING PARTY DATA			
Name:	April Hartsook LLC		
Street Address:	P.O. Box 11774		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27116		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4541938	WANT DIFFERENT, DO DIFFERENT	
CORRESPONDENCE DATA			
Fax Number:	2165837057		
<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:	216-583-7056		
Email:	dgordon@ulmer.com		
Correspondent Name:	Douglas J. Gordon		
Address Line 1:	1660 W. 2nd St.		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	39293-0000		
NAME OF SUBMITTER:	Douglas J. Gordon		
SIGNATURE:	/Douglas J. Gordon/		
DATE SIGNED:	09/09/2015		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is entered into as of the last date of signing (the "Effective Date") by Want Different Do Different LLC and Cary Bakker ("Assignors"), in favor of April Hartsook LLC ("Assignee"), in connection with a Settlement Agreement and Release between Assignors and Assignee, effective as of SEPT. 1, 2015 (the "Principal Agreement").

Whereas, under the terms of the Principal Agreement, Assignors have conveyed, transferred and assigned to Assignee, among other assets, certain trademarks of Assignors, and have agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("USPTO").

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby irrevocably convey, transfer and assign to Assignee all of Assignors' right, title and interest in and the mark Want Different, Do Different. (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark, including:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignors, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, (ii) issuances, extensions and renewals of such registrations and applications, and (iii) similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;

(b) the trademarks, trademark registration set forth on Schedule 1 and all issuances, extensions and renewals thereof;

(c) registrations of all internet domain names set forth on Schedule 2 hereto, whether or not incorporating Assignors' trademarks, registered to Assignors in any generic top level domain by any authorized private registrar or governmental authority;

(d) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignors to any third party ("Licenses");

(e) 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;

(f) all rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and

(g) 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.

2. Recordation and Further Actions. Assignors authorize 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. Assignors shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignors shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignors' domain name registrations as set forth on Schedule 2 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.

3. Representations and Warranties. Assignors hereby represent and warrant to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registrations and applications listed on Schedule 1 hereto 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. Assignors have provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications.

(b) Assignors own all right, title and interest in and to the Assigned Trademark, free and clear of liens, security interests and other encumbrances. Assignors are in full compliance with all legal requirements applicable to the Assigned Trademark and Assignors' ownership and use thereof.

(c) Assignors have provided Assignee with true and complete copies of all Licenses related to the Assigned Trademark. All such Licenses are valid, binding and enforceable between Assignors and the other parties thereto, and Assignors 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 Assigned Trademark.

4. Indemnity. Assignors 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 and disbursements arising from or relating to any breach by Assignors of its representations, warranties and other obligations hereunder.

The terms of the Principal Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Principal Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Principal Agreement and the terms hereof, the terms of the Principal Agreement shall govern.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with the Principal Agreement and 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 North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

(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.

[SEPARATE SIGNATURE PAGE ATTACHED]

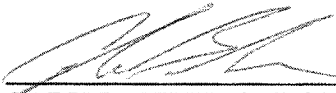
IN WITNESS WHEREOF, Assignors and Assignee have duly executed and delivered this Trademark Assignment as of the date first above written.

WANT DIFFERENT DO DIFFERENT LLC

By: 
Name: CARY A. BAKKER
Title: CEO, WANT DIFFERENT DO DIFFERENT LLC

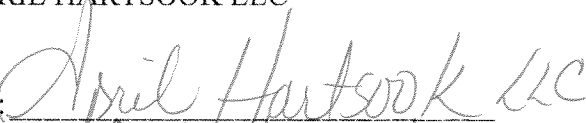
Address for Notices:

620 E. Plantation Circle
Plantation, FL 33324


CARY BAKKER, individually

AGREED TO AND ACCEPTED:

APRIL HARTSOOK LLC

By: 
Name: April HARTSOOK
Title: President April Hartsook LLC

Address for Notices:

P.O. Box 11774
Winston-Salem, NC 27116

With a courtesy copy to:

Zaneta M. Robinson, Esq.
Blanco Tackabery & Matamoros, P.A.
P.O. Drawer 25008
Winston-Salem, NC 27114-5008

Schedule 1

ASSIGNED TRADEMARK

Mark: Want Different, Do Different
Serial No.: 85901578
Registration No.: 4541938

Schedule 2

ASSIGNED DOMAIN NAMES

wantdifferentdodifferent.biz
wantdifferentdodifferent.com
wantdifferentdodifferent.net
wantdifferentdodifferent.org
wantdifferentdodifferent.us