

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354980

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
William Joseph Bearden		09/14/2015	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	NERO WORLD, LLC		
Street Address:	21 Battery Park Ave Apt 302		
City:	Asheville		
State/Country:	NORTH CAROLINA		
Postal Code:	28801		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86280398	NERO	
CORRESPONDENCE DATA			
Fax Number:	2023180363		
<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:	7038423025		
Email:	pgaynor@arlingtonlawgroup.com		
Correspondent Name:	Ryan A Brown		
Address Line 1:	1739 Clarendon Blvd		
Address Line 4:	Arlington, VIRGINIA 22209		
NAME OF SUBMITTER:	Ryan A. Brown, Esq.		
SIGNATURE:	/Ryan A. Brown/		
DATE SIGNED:	09/14/2015		
Total Attachments: 4			
source=2015-09-14 NERO Trademark Assignment Agreement (Executed)#page1.tif			
source=2015-09-14 NERO Trademark Assignment Agreement (Executed)#page2.tif			
source=2015-09-14 NERO Trademark Assignment Agreement (Executed)#page3.tif			
source=2015-09-14 NERO Trademark Assignment Agreement (Executed)#page4.tif			

OP \$40.00 86280398

TRADEMARK ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“Assignment”), dated as of September 14, 2015, is made by and between William Joseph Bearden (“Assignor”) and NERO WORLD, LLC, a North Carolina limited liability company (“Assignee”). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of September 14, 2015 (the “Purchase Agreement”) pursuant to which Assignee purchased certain assets of the Assignor; and

WHEREAS, pursuant to the Purchase Agreement, the Assignee is acquiring from Assignor certain assets of the Assignor, including Assignor’s rights and benefits with respect to the Assigned IP (as defined below) as of the date of this Assignment; and

WHEREAS, effective as of the Closing, Assignor shall assign all of his respective right, title and interest in and to the Assigned IP (as defined below), subject to the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE in consideration of the mutual promises contained herein, Assignor and Assignee agree as follows:

I. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to and in accordance with the Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, delivers and sets over his entire right, title, and interest in and to the following (the “Assigned IP”):

- a. the trademark registrations and applications set forth on Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “Trademarks”). Without limiting the generality of the foregoing, Assignor does hereby assign to Assignee the Trademark in U.S. Trademark Application No. 86280398, together with the goodwill of the business symbolized by the Trademark. This application is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060;
- b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- 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; and

- d. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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 Assurances. Assignor authorizes the Commissioner for Patents and the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. At any time and from time to time after the date hereof, at Assignee's request and without further consideration, Assignor promptly shall execute and deliver, and shall cause their affiliates and employees to execute and deliver, such instruments of sale, transfer, conveyance, assignment and confirmation, and take such other action, as Assignee may reasonably request to more effectively transfer, convey and assign to Assignee, and to confirm Assignee's title to, any or all of the Assigned IP.

3. Terms of the Contribution Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of this Assignment and the provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Counterparts. This Assignment may be executed in counterparts (and by facsimile or electronic transmission), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

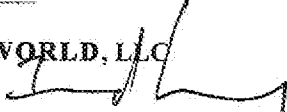
(Signature Page Follows)

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date and year first above written.

ASSIGNOR:


Name: William Joseph Bearden

ASSIGNEE:

NERO WORLD, LLC

By: _____
Name: Ford Ivey
Title: Sole Member and Organizer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

TRADEMARKS

Country	Trademark Name	Status	Filing Date	Serial No.
USA	NERO	Active	12/16/2014	86280398