

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372695

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Casey Graham | | 02/05/2016 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | The Rocket Company, LLC | | |
| Street Address: | 14488 Old Stage Road | | |
| City: | Lenoir City | | |
| State/Country: | TENNESSEE | | |
| Postal Code: | 37772 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4560837 | GIVING ROCKET | |
| Registration Number: | 4560836 | PREACHING ROCKET | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8655234478 | | |
| <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: | 865-546-4305 | | |
| Email: | mbradford@luedeka.com | | |
| Correspondent Name: | MICHAEL J. BRADFORD | | |
| Address Line 1: | P. O. BOX 1871 | | |
| Address Line 4: | KNOXVILLE, TENNESSEE 37901 | | |
| ATTORNEY DOCKET NUMBER: | 71675.M1 71676.M1 | | |
| NAME OF SUBMITTER: | Michael J. Bradford | | |
| SIGNATURE: | /Michael J. Bradford/ | | |
| DATE SIGNED: | 02/10/2016 | | |
| Total Attachments: 4 | | | |
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| source=71675m1-topto-20160210-Assignment-2-GrahamToRocket#page2.tif | | | |
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OP \$65.00 4560837

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of February 5, 2016, is made and entered into by and between Casey Graham ("Assignor"), an individual resident of the State of Georgia, and The Rocket Company, LLC ("Assignee"), a Delaware limited liability company. Reference is hereby made to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), between Assingee, Ministry Brands, LLC, a Delaware limited liability company, The Rocket Company, LLC, a Georgia limited liability company ("Seller"), Casey Graham, Inc., a Georgia corporation, Kacie Graham, an individual resident of the State of Georgia, Assignor and Renee Weber, an individual resident of the State of Georgia. Capitalized terms used but not defined herein shall have the meanings given in the Purchase Agreement.

WHEREAS, The Change Group, LLC, a Georgia limited liability company ("TCG") registered certain Trademarks (as defined below) with the United States Patent and Trademark Office;

WHEREAS, pursuant to that certain Trademark Assignment, dated as of February 5, 2016, TGC assigned all of its rights, title and interest in and to the Trademarks to Assignor;

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Assignee substantially all of Seller's asset used in its Business;

WHEREAS, in connection with the Purchase Agreement and because of the substantial benefit Assignor received under the Purchase Agreement as an indirect owner of Seller, Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors, assigns and legal representatives, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following:
 - (a) The trademark registrations set forth below and all issuances, extensions and renewals thereof (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks:

| Reg. No. | Word Mark | Services |
|-----------|---------------|---|
| 4,560,837 | GIVING ROCKET | Consulting services provided to non-profit and charitable organizations in the field of religion and ministry development |

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| 4,560,836 | PREACHING ROCKET | Consulting services provided to non-profit and charitable organizations in the field of religion and ministry development |
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(b) Any and all claims and causes of action, with respect to any of the foregoing, including all rights of action, including all rights in the Trademarks arising by Federal registration and common law, including all rights in logos, scripts, and trade dress associated with the Trademarks, along with the goodwill associated with the Trademarks.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Counterparts. This 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 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 Assignment.
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.
6. Governing Law. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:


Casey Graham

ASSIGNEE:

THE ROCKET COMPANY, LLC

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

Casey Graham

ASSIGNEE:

THE ROCKET COMPANY, LLC

By: *Lisa Stinnett*
Name: Lisa Stinnett
Its: Secretary