

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374469

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jones International, Ltd.		02/17/2016	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Stephen Ward		
Street Address:	424 East 57th Street		
Internal Address:	Apt. 2B		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3376618	TOTAL PROFESSIONAL ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	2125215450		
<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:	(212) 521-5400		
Email:	jgoodwill@reedsmith.com		
Correspondent Name:	Keith E. Sharkin		
Address Line 1:	Reed Smith LLP		
Address Line 2:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	506285.20001		
NAME OF SUBMITTER:	Keith E. Sharkin		
SIGNATURE:	/Keith E. Sharkin/		
DATE SIGNED:	02/25/2016		
Total Attachments: 2			
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**TRADEMARK PURCHASE AND
ASSIGNMENT AGREEMENT**

THIS TRADEMARK PURCHASE AND ASSIGNMENT AGREEMENT (the "Agreement"), dated February 17, 2016, is made and entered into by and between Jones International, Ltd., a Colorado corporation located at 9697 East Mineral Avenue, Centennial, CO 80112 ("Assignor"), and Stephen Ward, an individual ("Assignee"), with an address at 424 East 57th Street, Apartment 2B, New York, NY 10022.

WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in and to the mark TOTAL PROFESSIONAL ADVANTAGE and the registration therefor, namely Registration No. 3,376,618 dated January 29, 2008 (the "Mark");

WHEREAS, Assignor desires to sell and assign to Assignee and Assignee wishes to purchase and obtain Assignor's entire right, title and interest in and to the Mark; and

WHEREAS, Assignee has agreed to bear all costs incurred in escrow.com to consummate the assignment contemplated by this Agreement.

NOW THEREFORE, in consideration of the mutual promises and agreements hereafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

Assignor hereby irrevocably assigns all of its right, title and interest in and to the Mark, to Assignee, including the registration therefor, together with the goodwill of the business symbolized by said Mark, together with any and all claims and causes of action with respect to the Mark, to maintain and enforce any rights subsisting in the Mark, 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, misuse, breach or default, with the right to sue for such legal and equitable relief and to collect, or otherwise recover any damages. Assignor will take all additional steps and execute additional documents as reasonably requested by Assignee to perfect this assignment and/or record this assignment with the proper regulatory agencies and authorities. To the extent that any costs or expenses are incurred in connection with the aforementioned additional steps or documents, Assignee shall pay all such costs or expenses, or reimburse Assignor for all such costs or expenses, as the case may be.

Assignor acknowledges that the Mark includes, without limitation, all rights to use, modify and exploit the Mark; the right to exclude others from using the Mark; the right to license, assign, convey, and pledge the Mark to others; the right to sue others and to collect damages for past, present and future infringements of the Mark; the right to create derivatives of the Mark and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect rights in the Mark.

To the best of Assignor's knowledge, Assignor has the full right to convey the Mark, and that the Mark is free and clear of any security interest or other lien or encumbrance of any kind. To the best of Assignor's knowledge, Assignor further acknowledges that there are no pending or threatened infringement actions or claims based on the Mark against Assignor by a third party.


Assignor acknowledges that the assignment of the Mark to Assignee shall not result in the breach of any agreement to which the Assignor is a party, nor will such assignment result in the breach of any federal or state law and that no consent is required in connection with the transfer contemplated by this Agreement. Assignor shall not at any time do, or knowingly permit to be done, any act or thing that would impair the rights of the Assignee in and to the Mark or adversely affect the validity of the Mark.

Assignee hereby accepts the assignment and transfer of the Mark and the registration therefor together with the goodwill of the business.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or individuals duly authorized, as of the date first written above.

ASSIGNOR:

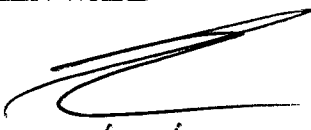
JONES INTERNATIONAL, LTD.



Name: Tim Sparrow
Title: Vice President of Finance
Date: 2/19/16

ASSIGNEE:

STEPHEN WARD



Date: 2/23/16