TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389341

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	LICENSE
RESUBMIT DOCUMENT ID:	900367907

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carolyn Blashek		06/14/2016	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Operation Gratitude, Inc.
Street Address:	P.O. Box 260257
City:	Encino
State/Country:	CALIFORNIA
Postal Code:	91426
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4104732	OPERATION GRATITUDE SENDING CARE PACKAGE
Registration Number:	3027823	OPERATION GRATITUDE
Registration Number:	4077023	BATTALION BUDDY
Serial Number:	86827848	OPERATION GRATITUDE SAYING "THANK YOU" T

CORRESPONDENCE DATA

Fax Number: 2134306407

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.

Phone: 2134307734
Email: jraphael@omm.com
Correspondent Name: Jordan Raphael, Esq.
Address Line 1: O'Melveny & Myers LLP
Address Line 2: 400 South Hope Street, 18th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3001001-00170
NAME OF SUBMITTER:	Alexandra C. Echery
SIGNATURE:	/ace/
DATE SIGNED:	06/27/2016

Total Attachments: 5

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TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("**Trademark License Agreement**") is entered into as of June 14 2016 ("**Effective Date**") by and between Carolyn Blashek, founder of Operation Gratitude, Inc. ("**Licensor**"), and Operation Gratitude, Inc., a California corporation ("**Licensee**") (Licensor and Licensee collectively, the "**Parties**").

RECITALS

WHEREAS, Licensor is the owner of the trademarks set forth on Schedule 1 hereto (the "**Trademarks**");

WHEREAS, Licensor is the founder of Operation Gratitude, Inc.;

WHEREAS, Operation Gratitude, Inc. provides charitable services, namely, organizing and conducting volunteer programs and community service projects aimed at increasing support and morale of members of the U.S. military and first responder communities by enabling individuals and organizations to provide care packages ("**Operation Gratitude Services**"); and

WHEREAS, Licensor desires to license to Licensee non-exclusive rights to use the Trademarks in connection with the Operation Gratitude Services for as long as Operation Gratitude, Inc. is in existence (the "**Licensee Business**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Rights/Limitations. Subject to the terms and conditions of this Trademark License Agreement, from and after the Effective Date, Licensor hereby grants to Licensee an non-exclusive, royalty-free, non-transferable, non-assignable, non-sublicensable license to use the Trademarks solely in connection with the Licensee Business and in Licensee's corporate name throughout the world during the Term (as defined below).

2. Term. The term of this Trademark License Agreement (the "**Term**") shall commence on the date hereof and shall continue for a period equal to the term of the existence of the Licensee Business. Notwithstanding the foregoing, this Trademark License Agreement will terminate upon the expiration of the Term (unless otherwise extended by the Parties), and may be terminated, at Licensor's written election, upon the occurrence of any event or condition caused by Licensee that Licensor deems to negatively impact the goodwill attached to the trademarks or Licensor, the occurrence of which is grounds for Licensor to terminate the Trademark License Agreement.

3. Quality Standards/Cooperation. During the Term, Licensee shall at all times maintain and adhere to a standard of quality in the use of the Trademarks that meet or exceed the standards set by Licensor in connection with its uses of the Trademarks. All uses by Licensee of the Trademarks shall be in compliance with applicable laws and regulations and shall be in accordance with such quality standards and specifications as may be set by Licensor and communicated to Licensee from time to time. Licensee shall faithfully and accurately reproduce the Trademarks and, upon Licensor's written request, at any time shall provide to Licensor for Licensor's inspection

representative samples of materials bearing the Trademarks and such other information regarding use of the Trademarks by Licensee as Licensor may request.

4. Marking Compliance with Trademark Laws. Licensee shall cause the appropriate designation "(TM)" or "(SM)" or the registration symbol "®" to be placed adjacent to the Trademarks in connection with the use thereof.

5. Reservation of Rights. All rights in and to the Trademarks other than those specifically granted herein are reserved to Licensor for its own use and benefit. Licensee acknowledges that it shall not acquire any ownership rights in the Trademarks as a result of Licensee's use thereof, and that all uses of the Trademarks by Licensee and goodwill associated therewith shall inure to the benefit of Licensor.

6. Prosecution of Trademark. Licensor shall have the exclusive right to file, prosecute and maintain trademark applications and registrations for the Trademarks anywhere in the world as Licensor may determine in its sole discretion. Licensee agrees to cooperate with Licensor in the prosecution and defense of the Trademarks, the filing and prosecution of any trademark application or other applications, the recording of this Trademark License Agreement or any other agreements, and the publication of any notices or the doing of any other act or acts with respect to the Trademarks, including the prevention of the use thereof by any unauthorized person, firm or corporation, that in the judgment of Licensor may be necessary or desirable under any law, regulation or decree. In connection with any of the foregoing, Licensee shall arrange for Licensor to be promptly supplied with any such information or materials as may be reasonably required by it. Licensor shall have the election to proceed with counsel of its own choice or to have Licensee proceed on behalf of Licensor with respect to any such claim or problem, all at the expense of Licensor; Licensor's written permission shall be obtained by Licensee prior to incurring any cost chargeable to Licensor in connection therewith.

7. Enforcement of Trademark Rights. Licensee agrees to promptly notify Licensor in writing in the event that Licensee has or acquires knowledge of any adverse use of the Trademarks or other designation similar to the Trademarks.

8. Further Assurances. Licensee shall cooperate with Licensor to effect the terms of this Trademark License Agreement, including, without limitation, by executing and filing all documents requested by Licensor to be filed in any trademark offices throughout the world, notifying Licensor of potential infringements of the Trademarks, and cooperating with Licensor and, at Licensor's request, joining in any litigation or other adversarial proceeding concerning the Trademarks.

9. Relationship of the Parties. This Trademark License Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the parties, nor shall either party have any right or authority to assume, create or incur any liability or obligation of any kind against, in the name of, or on behalf of the other party by virtue of this Trademark License Agreement.

10. No Waiver. No failure by either party to take action on account of any default by the other, whether in a single instance or repeatedly, shall constitute a waiver of any such default or the performance required of such party. No express waiver of a default by any party shall be construed as a waiver of any other default or future performance required hereunder.

11. Headings. The headings contained in this Trademark License Agreement are inserted for convenience only and do not constitute a part of this Trademark License Agreement.

12. Governing Law. This Trademark License Agreement and all disputes or controversies arising out of, or relating to, this Trademark License Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of California.

13. Entire Agreement. This Trademark License Agreement sets forth the entire agreement and understanding between Licensee and the Licensor relating to the subject matter herein and merges all prior discussions between Licensee and the Licensor. No modification of or amendment to this Trademark License Agreement, nor any waiver of any rights under this Trademark License Agreement, will be effective unless in writing signed by the party to be charged.

14. Counterparts. This Trademark License Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one agreement.

15. Severability. If one or more of the provisions in this Trademark License Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

[Signature Page to Trademark License Agreement to follow]

TRADEMARK
REEL: 005818 FRAME: 0839

IN WITNESS WHEREOF, this Trademark License Agreement is entered into as of the day and year first above written.

LICENSOR

Carolyn Blashek

By: Carolyn Blashek
Founder, Operation Gratitude

LICENSEE

Operation Gratitude, Inc.

Martha C Martin

By: Martha C. Martin
Board of Directors, Chairman

[Signature Page to Trademark License Agreement]

SCHEDULE 1

Trademark	Jurisdiction	Application No.	Filing Date	Registration No.	Registration Date
	United States	85/325242	5/19/2011	4104732	2/28/2012
OPERATION GRATITUDE	United States	78/478484	9/3/2004	3027823	12/13/2005
BATTALION BUDDY	United States	85/324446	5/18/2011	4077023	12/27/2011
	United States	86/827848	11/20/2015		