

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396600

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignment of Trademark Registration No. 2,076,645 previously recorded on Reel 004860 Frame 0532. Assignor(s) hereby confirms the Assignment.		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHARACTER TRAINING INSTITUTE, INC.		08/31/2012	Non-Profit Corporation: OKLAHOMA
RECEIVING PARTY DATA			
Name:	STRATA LEADERSHIP, LLC		
Street Address:	11600 Broadway Ext, Suite 220		
City:	Oklahoma City		
State/Country:	OKLAHOMA		
Postal Code:	73114		
Entity Type:	Limited Liability Company: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2070645	CHARACTER FIRST	
CORRESPONDENCE DATA			
Fax Number:	4052363410		
<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:	405-235-8445		
Email:	whobson@btlawokc.com		
Correspondent Name:	D. Ward Hobson		
Address Line 1:	204 N. Robinson, Suite 2601		
Address Line 4:	Oklahoma City, OKLAHOMA 73102		
NAME OF SUBMITTER:	D. Ward Hobson		
SIGNATURE:	/D. Ward Hobson/		
DATE SIGNED:	08/29/2016		
Total Attachments: 8			
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source=OriginalRecordedAssignment#page2.tif			
source=OriginalRecordedAssignment#page3.tif			
source=Affidavit#page1.tif			

OP \$40.00 2070645

source=Affidavit#page2.tif

source=Exhibit1 CorrectiveAssignment#page1.tif

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source=Exhibit1 CorrectiveAssignment#page3.tif

09/11/2012



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/20)

103649071

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-11-12

1. Name of conveying party(ies):

CHARACTER TRAINING INSTITUTE, INC.

- Individual(s)
- Partnership
- Corporation- State: Oklahoma
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: STRATA LEADERSHIP, LLC

Street Address: 105 N. Hudson, Suite 650

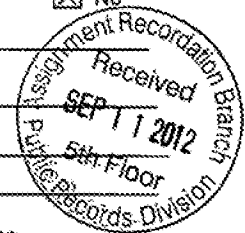
City: Oklahoma City

State: OK

Country: USA Zip: 73102

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Oklahoma

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

Trademark Registration Nos. 2,076,307 and 2,076,645

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CHARACTER FIRST (both Trademark Registration Nos. 2,076,307 and 2,076,645 refer to this mark)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Blaney and Tweedy, PLLC, c/o Chris Tweedy

Internal Address: _____

Street Address: 204 North Robinson, Suite 2601

City: Oklahoma City

State: OK Zip: 73102

Phone Number: 405-235-8445

Docket Number: _____

Email Address: ctweedy@bljlawokc.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 00000007 2076307

Authorized User Name _____ 48.00 OP
02 FC:0322 _____ 25.00 OP

9. Signature:

September 6, 2012

Date

L. Christopher Tweedy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004860 FRAME: 0392

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 31st day of August, 2012 (the "Effective Date") by and between CHARACTER TRAINING INSTITUTE, INC., an Oklahoma not for profit corporation ("Assignor") and STRATA LEADERSHIP, LLC an Oklahoma limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of August 31, 2012 by and between Assignor and Assignee ("Purchase Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Trademarks (as defined below); and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title, and interest in and to (i) the mark CHARACTER FIRST having the U.S. Trademark Registration Nos. 2,076,307 and 2,076,645, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby (the "Trademarks"); (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewal or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all rights in and to income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suite, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Without limitation of any applicable provision of the Purchase Agreement, ~~Assignor will, without additional consideration, take such further actions and execute promptly~~ such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks to Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Trademarks.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to

be an original but all of which taken together shall constitute one and the same agreement.

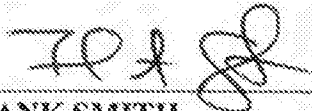
5. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as follows, effective as of the Effective Date.

ASSIGNORS:
CHARACTER TRAINING INSTITUTE,
INC.
By: *Thomas A. Hill*
Name: Thomas A. Hill
Its: President

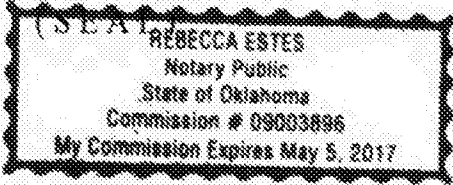
ASSIGNEE:
STRATA LEADERSHIP, LLC
By: *Nathan Mellor*
Name: NATHAN MELLOR
Its: President


DATED this 22 day of August 2016.



FRANK SMITH

SUBSCRIBED AND SWORN TO before me this 22 day of August, 2016.





NOTARY PUBLIC

09/11/2012



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/20)

103649071

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9-11-12

1. Name of conveying party(ies):

CHARACTER TRAINING INSTITUTE, INC.

- Individual(s)
- Partnership
- Corporation- State Oklahoma
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 31, 2012
 Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: STRATA LEADERSHIP, LLC
Street Address: 108 N. Hudson, Suite 650
City: Oklahoma City
State: OK
Country: USA Zip: 73102

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Oklahoma

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____
B. Trademark Registration No.(s) _____
Trademark Registration Nos. 2,076,307 and 2,078,645

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

CHARACTER FIRST (both Trademark Registration Nos. 2,076,307 and 2,078,645 refer to this mark).

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Blaney and Tweedy, PLLC, c/o Chris Tweedy
Internal Address: _____
Street Address: 204 North Robinson, Suite 2601
City: Oklahoma City
State: OK Zip: 73102
Phone Number: 405-235-8445
Docket Number: _____
Email Address: ctweedy@blawokc.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$85.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 88888887 2876387

Authorized User Name _____ 48.88
_____ 25.00

9. Signature:

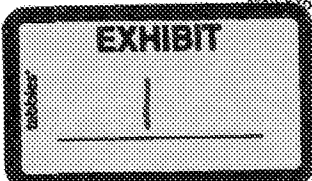
L. Christopher Tweedy
Name of Person Signing

September 6, 2012

Date

Total number of pages including cover sheet, attachments, and document 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450



TRADEMARK
REEL: 004860 FRAME: 0532

TRADEMARK
REEL: 005867 FRAME: 0402

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of this 31st day of August, 2012 (the "Effective Date") by and between CHARACTER TRAINING INSTITUTE, INC., an Oklahoma not for profit corporation ("Assignor") and STRATA LEADERSHIP, LLC an Oklahoma limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated as of August 31, 2012 by and between Assignor and Assignee ("Purchase Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the Trademarks (as defined below); and

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and the Purchase Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title, and interest in and to (i) the mark CHARACTER FIRST having the U.S. Trademark Registration Nos. 2,076,307 and 2,076,645, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby (the "Trademarks"); (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Trademarks in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewal or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all rights in and to income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date.

2. Assignee is to hold all right, title and interest in and to the Trademarks as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Trademarks, including in any claim, action, arbitration, suite, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Without limitation of any applicable provision of the Purchase Agreement, Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Trademarks to Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Trademarks.

4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to

TRADEMARK
REEL: 004860 FRAME: 0533

TRADEMARK
REEL: 005867 FRAME: 0403

be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Trademark Assignment as follows, effective as of the Effective Date.

ASSIGNORS:

CHARACTER TRAINING INSTITUTE,
INC.

By:

Name:

Its:

ASSIGNEE:

STRATA LEADERSHIP, LLC

By:

Name:

Its:

RECORDED: 09/11/2012

TRADEMARK
REEL: 004860 FRAME: 0534

3

RECORDED: 08/29/2016

TRADEMARK
REEL: 005867 FRAME: 0404