

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398928

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Spin80, Inc.		09/14/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRAND-LADDER		
<b>Street Address:</b>	500 N Rainbow Road		
<b>Internal Address:</b>	Suite 300A		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89107		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87116971	LEAF ORGANICS	
<b>Serial Number:</b>	87116976	LEAF NUTRITION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	matt@buserlegal.com		
<b>Correspondent Name:</b>	Matthew W. Buser, PL		
<b>Address Line 1:</b>	326 Barrington Oaks Circle		
<b>Address Line 4:</b>	Roswell, GEORGIA 30075		
<b>NAME OF SUBMITTER:</b>	Matthew W. Buser		
<b>SIGNATURE:</b>	/Matthew W. Buser/		
<b>DATE SIGNED:</b>	09/19/2016		
<b>Total Attachments: 1</b>			
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OP \$65.00 87116971

This Trademark Purchase and Assignment Agreement (the "Agreement") is made as of September 14, 2016, (the "Effective Date") by and between Spin80, Inc. (the "Assignor") and Brand-Ladder (the "Assignee").

The Assignor is the owner of two (2) trademarks, "LEAF ORGANICS" and "LEAF NUTRITION" (collectively, the "Marks"), for which two (2) applications for trademark registration were filed with the United States Patent and Trademark Office on July 26, 2016 (Serial Nos. 87116971 and 87116976, respectively).

The Assignee wishes to acquire the Assignor's rights in the Marks listed in this Agreement, and the Assignee agrees to pay the Assignor one hundred dollars (\$100) for such acquisition of rights, the sufficiency and receipt of which is hereby acknowledged by the parties.

In exchange, the Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the Marks, together with:

- 1) the goodwill of the business relating to the products and services on which the Marks are used and for which they are registered;
- 2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Marks; and
- 3) all rights to sue for past, present and future infringement or misappropriations of the Marks.

The Assignor further covenants that it will take all actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Marks and their related property.

In witness whereof, the Assignor has duly executed under seal and delivered this Agreement as of the Effective Date.

ASSIGNOR:

Spin80, Inc.



Michael Spinner, An Authorized Signatory