

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM429244

<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>
Giant Impact, LLC		12/29/2016	Limited Liability Company: OKLAHOMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Catalyst Leader, LLC		
<b>Street Address:</b>	60 E. Simpson Ave., PO Box 2869		
<b>City:</b>	Jackson		
<b>State/Country:</b>	WYOMING		
<b>Postal Code:</b>	83001		
<b>Entity Type:</b>	Limited Liability Company: WYOMING		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3220992	CATALYST	
<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>	kelleby@taylorenghish.com		
<b>Correspondent Name:</b>	Amanda G. Hyland		
<b>Address Line 1:</b>	1600 Parkwood Circle, Suite 400		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339		
<b>NAME OF SUBMITTER:</b>	Amanda G. Hyland		
<b>SIGNATURE:</b>	/Amanda G. Hyland/		
<b>DATE SIGNED:</b>	05/30/2017		
<b>Total Attachments: 3</b>			
source=Trademark Assignment - Giant Impact to Catalyst Leader (00941448xBE13C)#page1.tif			
source=Trademark Assignment - Giant Impact to Catalyst Leader (00941448xBE13C)#page2.tif			
source=Trademark Assignment - Giant Impact to Catalyst Leader (00941448xBE13C)#page3.tif			

OP \$40.00 3220992

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 29, 2016 the ("Effective Date"), is made and entered into by and between Giant Impact, LLC, an Oklahoma limited liability company ("Seller"), and Catalyst Leader, LLC, a Wyoming limited liability company ("Purchaser").

### WITNESSETH:

WHEREAS, pursuant to that certain membership Purchase Agreement dated as of December 29, 2016 among, The Four Eleven Foundation, Inc., a Georgia non-profit corporation (the "Foundation"), Seller and Purchaser, Seller transferred all of the assets of its Catalyst division to Purchaser, including the trademarks and trademark registrations listed on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, Seller desires to evidence its assignment of the Trademarks from Seller to Purchaser in accordance with the terms of the Purchase Agreement;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Trademarks. Seller hereby grants, sells, conveys, assigns, transfers and delivers to Purchaser all right, title and interest to and in the Trademarks, including all rights provided therein in the United States and other nations as provided by treaty or convention, including all goodwill associated with the Trademarks, and all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the rights in the Trademarks.

2. Ownership. Seller hereby covenants and warrants to Purchaser that, at the time of execution and delivery of this Assignment, Seller is the sole and lawful owner of the entire right, title, and interest in and to the Trademarks free and clear of any liens and encumbrances, and that Seller has good and full right and lawful authority to sell, convey, assign, transfer and deliver the same in the manner herein set forth.

3. Captions. The Section headings contained in this Assignment are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision of this Assignment.

4. Further Assurances. Seller shall take any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Assignment. Such actions may include, without limitation: the execution of all papers and documents and swearing of all lawful oaths to perfect the rights in the Trademarks; the execution of all documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities; and to assist Purchaser with the procurement, maintenance, enforcement and defense of the

Trademarks without charge to Purchaser.

5. Successors and Assigns. This Assignment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one (1) of such counterparts.

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

Seller:

GIANT IMPACT, LLC

By: *Kenneth D. Moses*

Name: KENNETH D. MOSES

Title: PARTNER

Purchaser:

CATALYST LEADER, LLC

By: *Kenneth D. Moses*

Name: KENNETH D. MOSES

Title: PARTNER

**EXHIBIT A**

1. CATALYST – TM Reg. No. 3220992