

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430293

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Breazid Lewis		05/18/2017	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	EIGHTIES NATION, LLC		
Street Address:	5400 S. University Drive, Suite 11		
City:	Davie		
State/Country:	FLORIDA		
Postal Code:	33324		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3945301	2 COOL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(305) 893-5644		
Email:	allen@allenjacobilaw.com		
Correspondent Name:	Allen Jacobi		
Address Line 1:	11077 Biscayne Blvd. Suite 200		
Address Line 4:	Miami, FLORIDA 33161		
NAME OF SUBMITTER:	Allen Jacobi		
SIGNATURE:	/allen jacobi/		
DATE SIGNED:	06/07/2017		
Total Attachments: 3			
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OP \$40.00 3945301

ABSOLUTE ASSIGNMENT OF TRADEMARK

This Absolute Trademark Assignment (the "Assignment") is made and entered into as of this 18th day of May 2017, by between Breazid Lewis, a United States individual located at 219 F Street Apt 3, Eureka CA 95501 herein referred to as ("Assignor") and EIGHTIES NATION, LLC, a United States Individual located at 5400 S. University Drive Suite 111, Davie, Florida United States 33324 herein referred to as ("Assignee")

RECITALS

The Assignor is the owner of the trademark 2 COOL bearing registration number, 3945301 registered on April 12, 2011.

Assignee is an entertainment performing recording artist company engaged in the recording and promoting of said businesses.

Assignor wishes to assign absolutely the Trademark to Assignee.

In consideration for the forgoing, and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledge by the parties of this assignment, the parties hereby agree as follows:

BL

1. RECITALS TO HAVE CONTRACTUAL FORCE. The parties acknowledge the truth and accuracy of the foregoing recitals (the "Recitals") and hereby agree that the Recitals shall comprise a part of this Assignment and shall have full contractual force and effect.

BL

2. ASSIGNMENT. The Assignor assigns to Assignee and its designees or assigns, absolutely and without recourse of any type or sort, all of Assignors' right, title and interest in and to the Trademark including, but not limited to, all right, title and interest in and to any and all registered U.S. trademarks bearing the Trademark, all other U.S., foreign, and international trademark registrations that have issued or may issue upon the Trademarks, all common law rights in and to the Trademarks, all rights of action for past and future infringement of the Trademark, all causes of action and claims for past damages with respect to the Trademarks, all goodwill associated with the Trademark, and the goodwill of the business in connection with which the Trademark used.

BL

3. CONSIDERATION. The Assignee agrees to pay the sum of Twenty-Five Hundred (\$2,500.00) Dollars, of which shall be consideration for the assignment to its owner Breazid Lewis.

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4. RELATIONSHIP OF PARTIES. The parties agree that nothing contained herein shall constitute either party the agent, partner or legal representative of the other, for any purpose whatsoever, nor shall this Assignment be deemed to create any form of business organization between the parties hereto, nor is either party granted any right

or authority to assume or create any obligation or responsibility on behalf of the other party under or as a result of this Assignment.

5. NO THIRD-PARTY BENEFICIARIES INTENDED. The parties each intend that this Assignment benefit only the parties hereto and inure benefits only to and for the benefit of the parties hereto (and their respective successors and permitted assigns, if any, which are not deemed third party beneficiaries under this paragraph), and shall not create any rights in, or obligations to, any third-party beneficiaries.
6. LICENSE TO EIGHTIES NATION. The Assignee agrees that upon assignment and in perpetuity EIGHTIES NATION shall have the right to utilize the mark 2 COOL for the recording that has been created previously by EIGHTIES NATION.
7. AMENDMENT OR MODIFICATION. This Assignment shall not be amended or modified in any manner except in a writing signed by the parties against whom such modification or amendment is to be enforced.
8. ASSIGNMENT; SUCCESSORS. Assignee shall have the right to make further assignment of this Assignment without the prior written consent of the Assignors but Assignors shall have no right of assignment of this Assignment. This Assignment shall be binding upon, and shall inure to the benefit of the representatives, successors and permitted assigns of the parties hereto.
9. ENTIRE AGREEMENT; COUNTERPARTS. This Assignment constitutes the entire agreement between the Parties with respect to subject matter hereof and supersedes any and all prior or contemporaneous oral or written representations relating thereto. No agent, employee or representative of either party has any authority to bind such party to any affirmation, undertaking, covenant, representation or warranty that is not stated in this Assignment, and, unless such is specifically included within this Assignment, it shall not be enforceable by the other party hereto. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.
10. HEADINGS; SEVERABILITY. Headings used in this Assignment are for convenience of reference only and shall not be deemed to alter or affect other provisions hereof or otherwise used to interpret the intent or meaning of this Assignment. If any term, covenant, condition or provision of this Assignment, or the application thereof to any person or circumstance, shall to any extent be found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Assignment, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
11. GOVERNING LAW; SURVIVAL OF OBLIGATIONS. This Assignment is to be governed by the internal laws, but not conflict of law's provisions, of the State of

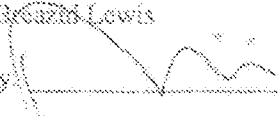
Florida and the parties hereby consent to the jurisdiction of the appropriate state or federal courts located in Miami Dade County as further specified herein below, to adjudicate all disputes arising hereunder.

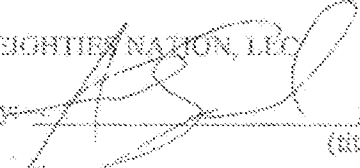
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12. REPRESENTATION OF AUTHORITY OF PARTIES/SIGNATORIES. Each person signing this Assignment represents and warrants that he or she is a duly authorized and empowered representative of his or her respective corporate or limited liability company party hereto, and further has the legal capacity to execute and deliver this Assignment. Each party represents and warrants to the other that the execution and delivery of this Assignment and the performance of such party's obligations hereunder have been duly authorized and that this Assignment is a valid and legal agreement binding on such party (and its successors and assigns) and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Assignment on the date first set forth herein above.

Breast Lewis
By:  Assignor
(title)

EIGHTH NATION, LLC
By:  Assignor
(title)