

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437019

<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>
Transform Management LLC		09/13/2016	Corporation: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CP, LLC		
<b>Street Address:</b>	P.O. BOX 21243		
<b>City:</b>	Mesa		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85260		
<b>Entity Type:</b>	Limited Liability Company: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87069751	TRANSFORM WITH CHRIS AND HEIDI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6026813339		
<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>Phone:</b>	6026813331		
<b>Email:</b>	trademarks@ethertonlaw.com		
<b>Correspondent Name:</b>	Sandra L Etherton		
<b>Address Line 1:</b>	8350 E Evans Rd Suite B-3		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85260		
<b>NAME OF SUBMITTER:</b>	Sandra L Etherton, Atty for Applican		
<b>SIGNATURE:</b>	/sle36982/		
<b>DATE SIGNED:</b>	07/28/2017		
<b>Total Attachments: 3</b>			
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## INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (the "Agreement") is made, entered into, and is effective as of the 9<sup>th</sup> day of September, 2016 (the "Effective Date") between Transform Management LLC ("Assignor") an Arizona Limited Liability Company, and CP, LLC ("Assignee") an Arizona Limited Liability Company. Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS:

#### WHEREAS,

Assignor filed for and has a license to use certain intellectual property ("Intellectual Property," defined herein below) that the Assignor and Assignee desire to reaffirm is owned and controlled by Assignee;

Assignee desires to make known that at no time did Assignor own or control the Intellectual Property except as allowed under the Operating Agreement;

Assignee desires to confirm that they own and control the Intellectual Property;

#### THEREFORE,

The Parties agree as follows:

### AGREEMENT:

1. Definitions.
  - (a) Intellectual Property – The intellectual property identified in Schedule A attached hereto.
2. Assignment. Assignor hereby assigns to Assignee all right, title, interest, and ownership in the Intellectual Property.
3. Consideration for Assignment. In addition to any other consideration to Assignor, Assignee grants the License Agreement described in the Operating Agreement of Transform Management, LLC.
4. Representations and Warranties.
  - (a) Assignor.

- i. Assignor filed for the Intellectual Property with the United States Patent and Trademark Office.
- ii. To the best of Assignor's knowledge, the Intellectual Property does not infringe upon any intellectual property rights of any third party.
- iii. Assignor is not aware of any existing, pending, or threatened actions, investigations, claims, or proceedings related to its rights in the Intellectual Property.

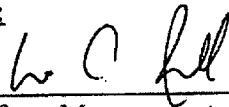
5. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles. The Parties agree that any dispute arising from or relating to this Agreement shall be brought exclusively in the state court, unless a law requires the dispute to be brought elsewhere.

(b) Severability. Should any part of this Agreement be held unenforceable, the validity and enforceability of the remaining portions of this Agreement shall not be affected.

*[This space intentionally left blank. Signatures appear on following page.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates shown below, intended to be effective as of the Effective Date shown above.

Assignor:  
Date: 9/13/2016 By:   
Transform Management, LLC

Assignee:  
Date: 9/13/2016 By:   
CP, LLC

## Schedule A

Intellectual Property subject to Transfer under Intellectual Property Transfer Agreement

Trademark: TRANSFORM WITH CHRIS AND HEIDI (Serial Number 87069751)