

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438442

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ureka, LLC		06/26/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	The Treadstone Group, Inc.		
Street Address:	2173 Smith Harbour Drive		
City:	Denver		
State/Country:	NORTH CAROLINA		
Postal Code:	28037		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4803819		
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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:	212 326 0831		
Email:	tlee@pryorcashman.com, jalbrink@pryorcashman.com		
Correspondent Name:	Teresa Lee, Esq.		
Address Line 1:	c/o Pryor Cashman LLP, 7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	13562.00009		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		
DATE SIGNED:	08/08/2017		
Total Attachments: 3			
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ASSIGNMENT OF SERVICE MARK

This Assignment (this "Assignment") is made and entered into effective as of date of last signature below (the "Effective Date"), by and between Ureka, LLC, a New York limited liability company ("Assignor"), and The Treadstone Group, Inc., a North Carolina Corporation ("Assignee"), on the other hand. The parties to this Agreement are individually referred to as a "Party" and/or collectively referred to as the "Parties."

WHEREAS, the Assignor is the registered owner of the design mark displayed below (the "Mark") that registered on September 1, 2015 with the United States Patent and Trademark Office (the "USPTO") as set forth under Reg. No. 4,803,819 (the "Registration"),



WHEREAS, Assignee wishes to acquire from Assignor any and all of its right, title and interest in, to the Mark and the Registration (collectively, the "Property").

1. The Seller shall take the necessary actions required to irrevocably assign, transfer, convey and grant ownership of the Property to Purchaser in exchange for payment. Within two (2) business days of "Purchaser's receipt" of both this fully executed Agreement and the fully executed Assignment, Purchaser shall irrevocably pay Seller the sum of [REDACTED] (the "Purchase Price") through PayPal to [REDACTED]. "Purchaser's receipt" will occur when Purchaser signs for the envelope containing the Agreement and Assignment signed by Seller. At that moment the 2 business day clock for payment to Seller starts.

In the event that the Purchase Price is not irrevocably paid to Seller within two (2) business days of Purchaser's receipt of this fully executed Agreement and the fully executed Assignment, this Agreement and the Assignment shall be rendered void.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which will occur only when Assignor receives [REDACTED] irrevocable payment from Assignee via PayPal to [REDACTED], Assignor will hereby assign, transfer, convey and grant to Assignee, its successors, assigns and legal representatives forever, Assignor's entire right, title and interest in and to such Property, all of the foregoing throughout the world in perpetuity, together with the goodwill associated therewith and that part of the Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Property, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights of action at law and suits in equity to recover for past infringements of the Property currently known to Assignor as of the date hereof or that may become known after the date of this Agreement (the "Transferred Rights"), and any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property upon registration of such Property throughout the world, or other legal protections pertaining to the Transferred Rights;

AND, Assignor hereby covenants that Assignor has the full right to convey the interest assigned by this Agreement, has not conveyed any interest in or right to the Property to any third party;

AND, Assignor hereby further covenants and agrees that Assignor will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Property, and execute and deliver any and all papers that may be necessary or desirable to perfect the title to the Property in said Assignee, its successors and assigns, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Property in the United States and any foreign country, it being understood that any expense incident to the execution of such papers shall be borne by Assignee, its successors and assigns;

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AND, Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right in the Property to any third party. Assignor shall have no restrictions on the Assignor's further assignment of the rights, title and interest in and to the Property and the goodwill and rights appurtenant thereto, to any party it so desires;

AND, upon Assignor's receipt of Assignor's irrevocable [REDACTED] payment, Assignor authorizes and requests the USPTO, or any foreign equivalent thereof, to record Assignee as the owner of the Property and of any and all right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives; and

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature page follows, remainder of page intentionally left blank]

WJ RB

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed below by their duly authorized officers as of the Effective Date.

ASSIGNOR:

UREKA, LLC

Date: 6/22/17

By: _____

Name: Graydon Sommer
Title: President

ASSIGNEE:

THE TREADSTONE GROUP, INC.

Date: 6/26/17

By: Don D. Bulla

Name: Don Bulla
Title: President

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