

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448371

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coaches of Excellence Institute, Inc.		10/19/2017	Non-Profit Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Fellowship of Christian Athletes		
Street Address:	8701 Leeds Road		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64129		
Entity Type:	Non-Profit Organization: OKLAHOMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4352479	3-DIMENSIONAL COACHING	
CORRESPONDENCE DATA			
Fax Number:	7208951999		
<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:	3039157824		
Email:	jerryec@comcast.net		
Correspondent Name:	Jerry Cardwell		
Address Line 1:	9800 Mt. Pyramid Ct.		
Address Line 2:	Suite 400		
Address Line 4:	Englewood, COLORADO 80112		
NAME OF SUBMITTER:	Jerry Cardwell		
SIGNATURE:	/Jerry Cardwell/		
DATE SIGNED:	10/24/2017		
Total Attachments: 3			
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OP \$40.00 4352479

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made by and between Coaches of Excellence Institute, Inc. d/b/a Coaches of Excellence, a Colorado corporation organized and existing under the laws of the State of Colorado, with its principal place of business located at 7280 Arco Iris Lane, Castle Rock, CO 80108 (the "Assignor") of the one part; and, Fellowship of Christian Athletes, a non-profit organization organized and existing under the laws of the State of Oklahoma, with its principal place of business located at 8701 Leeds Road, Kansas City, MO 64129 (the "Assignee") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

RECITALS

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark **3-DIMENSIONAL COACHING®** (the "Trademark" or "Mark" interchangeably) of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Mark Type</u>	<u>Classes</u>	<u>Registration No.*</u>
3-DIMENSIONAL COACHING	Service Mark	U.S. 100, 101, & 107 Intl. 041-Primary Class	4352479

**Registration Date—June 18, 2013.*

WHEREAS, a dispute has arisen between Assignor and 3D Institute, LLC ("3D"), in the form of a Cancellation action filed with the U.S. Patent and Trademark Office before the Trademark Trial and Appeal Board ("TTAB"), Cancellation No. 92066386;

WHEREAS, a majority of the principals of Assignor and 3D used to work for or still work for Assignee;

WHEREAS, Assignee had sought through an Opposition filed before the TTAB on January 22, 2013, Opposition No. 91208968, to be recognized as the owner of the Mark;

WHEREAS, the Opposition action was withdrawn by Assignee and dismissed with prejudice by the TTAB on May 14, 2013, with Assignee paying the legal fees of Assignor;

WHEREAS, Assignor, Assignee and 3D agreed that an amicable resolution to the Cancellation action currently pending before the TTAB would be to assign the Mark to Assignee who still desires to own the Mark, and have the Cancellation Action dismissed with prejudice by 3D; and,

WHEREAS, Assignor and Assignee in reliance upon such representations have agreed to the assignment set forth hereinafter.

NOW THEREFORE, in consideration of the foregoing Recitals and the Parties mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

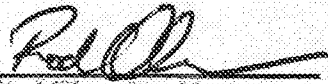
1. For and in consideration of the sum of ten US dollars (\$10.00) paid by the Assignee to the Assignor together with other consideration (the receipt and sufficiency of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark including all registration rights associated with the Mark and any goodwill related to the Trademark.
2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement on the rights of any third party to the best of Assignor's knowledge, information and belief.
The Trademark is assigned in its present legal status, which is known to the Assignor. Assignor represents and Assignee is aware that there is a Cancellation action pending before the TTAB, Case No. 92066386, wherein 3D is claiming that the registration of the Mark by Assignor should be cancelled due to fraud, likelihood of confusion and abandonment. Assignor has disagreed with such assertions, but in furtherance of a common goal of Assignor, Assignee and 3D of serving Christ and being a good steward with what has been entrusted to each of them, Assignor has agreed to assign the Mark to Assignee in furtherance of representations made by 3D to Assignor and Assignee of dismissal of the Cancellation action with prejudice. The Assignor does not make any further warranties or representations regarding the Mark.
3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark.
4. As additional consideration for the assignment set forth herein, Assignee agrees to grant to Assignor a non-exclusive, non-transferable licensing agreement for the continued use of the Trademark by Assignor and its founder, Rod Olson.
5. In the event that 3D does not perform as anticipated by the Parties herein by dismissing the Cancellation action with prejudice upon assignment and registration of the Mark with Assignee, then Assignee shall indemnify and hold harmless Assignor from any and all claims asserted by 3D against Assignor together with any attorney's fees incurred, continuing or claimed.
6. This Agreement shall come into effect on the date on which this Agreement is registered with the U.S. Patent and Trademark Office. Each Party hereto shall fully cooperate with the other with regard to such registration or additional

information or approval that may be required in connection with the implementation of any portion of this Agreement.


7. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the State of Colorado.
8. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties. Both parties agree to the Biblical applicant of dispute resolution and if the matter is not resolved to pursue mediation through a Christian Mediation service agreeable to both parties.
9. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
10. The covenants and conditions contained in this Agreement shall be binding on Assignor and Assignee and on those who succeed to the interest of Assignor and Assignee by law, by approved assignment or by transfer.
11. The Parties hereby represent that the non-exclusive licensing and continued use of the Mark by Assignor and its founder shall survive this Agreement.
12. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this 19th day of October, 2017.

ASSIGNOR:
Coaches of Excellence Institute, Inc.

Signature: 
Rod Olson, President

ASSIGNEE:
Fellowship of Christian Athletes

Signature: 
Ken Williams, CAO