

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452331

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/27/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SUBSPASH, INC.		11/27/2017	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	SUBSPASH IP, LLC
Street Address:	3257 16TH AVE W #200
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98119
Entity Type:	Limited Liability Company: WASHINGTON

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5107387	THE CHURCH APP BY SUBSPASH
Registration Number:	5253718	THE CHURCH APP
Registration Number:	5253719	THE CHURCH APP BY SUBSPASH
Registration Number:	5253720	THE CHURCH APP
Registration Number:	5253721	THE CHURCH APP
Registration Number:	5206080	FUEL THE MISSION
Registration Number:	5211001	THE ULTIMATE ENGAGEMENT PLATFORM

CORRESPONDENCE DATA

Fax Number: 2067706562

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.

Phone: 206-251-1699

Email: mark@peloquinlaw.com

Correspondent Name: Mark S. Peloquin, Esq.

Address Line 1: 800 Fifth Ave

Address Line 2: Suite 4100

Address Line 4: Seattle, WASHINGTON 98104

NAME OF SUBMITTER:	Mark S Peloquin
SIGNATURE:	/Mark S Peloquin/

TRADEMARK

DATE SIGNED:	11/28/2017
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Total Attachments: 4

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ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made as of November 27, 2017 (the "Effective Date") by the undersigned, **SUBSPLASH, INC.**, a Washington corporation ("Assignor"), to **SUBSPLASH IP, LLC**, a Washington limited liability company ("Assignee"). Assignor and Assignee may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Assignor wishes to assign and transfer to Assignee all of the Intellectual Property (as defined below) owned by Assignor, including but not limited to those specific intellectual property assets identified in **Exhibit A** attached hereto (collectively, the "**Intellectual Property Assets**").

NOW THEREFORE, in exchange for good and valuable consideration, including the receipt by Assignor of One Hundred and 00/100 Dollars (\$100), the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. **INTELLECTUAL PROPERTY DEFINITION.** "Intellectual Property" means common law and statutory rights anywhere in the world arising under or associated with: (i) all United States and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, proprietary processes or formulae, franchises, licenses, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, domain name registrations, and applications therefor and all goodwill associated therewith throughout the world; (v) all databases and data collections and all rights therein throughout the world; (vi) all computer software including all source code, object code, documentation, business requirements, functional specifications, algorithms, display screens, layouts, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, and (vii) analogous rights to those set forth above, including the right to enforce and recover damages for the infringement or misappropriation of any of the foregoing.
2. **ASSIGNMENT.** As of the Effective Date, Assignor does hereby sell, assign, transfer and convey, unto the Assignee, its successors, legal representatives, assigns and nominees forever, without any restrictions, reservations or limitations Assignor's entire ownership interest in and to the Intellectual Property Assets, including rights to sue for and recover damages for the infringement or misappropriation of the Intellectual Property Assets occurring prior to or after the execution of this Assignment; provided however, that this instrument does not sell, assign, transfer or convey any debts or obligations except for those obligations imposed by any contracts assigned herein. Assignor also hereby authorizes the respective parties and governmental agencies in each jurisdiction to issue in the name of Assignee any and all patents, certificates of

invention, inventors' rights, copyrights, trademarks, service marks, and trade names which may be granted upon any of the Intellectual Property Assets, as the assignee to the entire interest therein.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that: (i) Assignor owns the Intellectual Property Assets, and has all rights necessary to effect the assignment granted in Section 2, above; (ii) Assignor is not aware that any of the assigned Intellectual Property Assets infringes any intellectual property right of any third party; (iii) there are no legal actions, investigations, claims or proceedings pending or threatened related to the Intellectual Property Assets; and (iv) Assignor has no knowledge of any rights owned by any third party, including copyrights, trademark rights, patent rights or other proprietary rights, that would give rise to a claim or cause of action by any third party against Assignee based on current use by Assignor of the assigned Intellectual Property Assets.

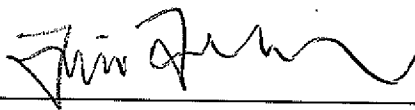
4. **FURTHER ASSURANCES; APPOINTMENT OF ATTORNEY-IN-FACT.** After the delivery of this Assignment, Assignor shall upon request of Assignee execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect Assignee's right, title and interest in and to the Intellectual Property Assets acquired by Assignee hereunder. Assignee shall bear all costs associated with registering any patents, trademarks and copyrights involving the Intellectual Property Assets. Assignor further agrees, promptly upon request of the Assignee, its successors and assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to each of the Intellectual Property Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving such rights and any adjudication of the same. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Assignee's rights in the Intellectual Property Assets with the same legal force and effect as if executed by Assignor.

5. **MISCELLANEOUS.** If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of the other party's future obligation to comply with such provision. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Washington and the United States America without regard to conflicts of laws provisions thereof. This Assignment is effective as of the Effective Date and shall continue to survive in perpetuity.

IN WITNESS WHEREOF, the undersigned Assignor has caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

SUBSPLASH, INC.,
a Washington corporation



Name: TIMOTHY J E TURNER

Title: PRESIDENT & CEO

IN WITNESS WHEREOF, the undersigned Assignee hereby consents to the Assignment as of the Effective Date.

ASSIGNEE:

SUBSPLASH IP LLC,
a Washington limited liability company



Name: TIMOTHY J E TURNER

Title: MANAGER

EXHIBIT A

Specific Intellectual Property Assets

1. Trademark registrations:

- a. U.S. Reg. No. 5,107,387 (THE CHURCH APP & DESIGN)
- b. U.S. Reg. No. 5,253,718 (THE CHURCH APP & DESIGN)
- c. U.S. Reg. No. 5,253,719 (THE CHURCH APP & DESIGN)
- d. U.S. Reg. No. 5,253,720 (THE CHURCH APP & DESIGN)
- e. U.S. Reg. No. 5,253,721 (THE CHURCH APP)
- f. U.S. Reg. No. 5,206,080 (FUEL THE MISSION)
- g. U.S. Reg. No. 5,211,001 (THE ULTIMATE ENGAGEMENT PLATFORM)