

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM452370

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
True Colors, Intl., LLC, a Cook Islands Limited Liability Company		07/31/2017	Limited Liability Company: COOK ISLANDS

RECEIVING PARTY DATA

Name:	Cook Capital, LLC, a Cook Islands Limited Liability Company
Street Address:	c/o Paul W. Chandler, Esq.
Internal Address:	5150 E. Pacific Coast Highway, Suite 200
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90804
Entity Type:	Limited Liability Company: COOK ISLANDS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3794648	CANINE COLORS
Registration Number:	1605983	TRUE COLORS
Registration Number:	2589606	READING COLORS
Registration Number:	2754171	TRUE COLORS UNIVERSITY
Registration Number:	3208136	
Registration Number:	3908651	TRUE COLORS INTERNATIONAL
Registration Number:	4422717	
Registration Number:	4625336	COLORS
Registration Number:	3313601	THE FOUR COLORS
Registration Number:	4852207	TRUE COLORS INTL.
Registration Number:	4828431	
Serial Number:	87018460	TRUE COLORS INTL CERTIFIED

CORRESPONDENCE DATA

Fax Number: 5622694901

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.

TRADEMARK

Phone: 562-269-4900
Email: chandlerlaw@gmail.com
Correspondent Name: Paul W. Chandler, Esq.
Address Line 1: 5150 E. Pacific Coast Highway
Address Line 2: Suite 200
Address Line 4: Long Beach, CALIFORNIA 90713

NAME OF SUBMITTER: Paul W. Chandler

SIGNATURE: /Paul W. Chandler/

DATE SIGNED: 11/28/2017

Total Attachments: 10

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into in duplicate by and between True Colors Intl., LLC, a Cook Islands limited liability company (the "Assignor"), and Cook Capital, LLC, a Cook Islands limited liability company ("Assignee"), and is effective as of July 31, 2017, (the "Effective Date").

WHEREAS, on the Effective Date, Assignor, as the therein defined "Seller" and True Colors INTL., a Nevada corporation, as the therein defined "Seller Subsidiary", and Assignee, as the therein defined "Purchaser," made and entered into a written Asset Purchase and Sale Agreement (the "Purchase Agreement");

WHEREAS, pursuant to the provisions of the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey, deliver and set over to Assignee certain assets of Assignor, which assets include Proprietary Rights (as that term is defined in the Purchase Agreement (the "Proprietary Rights")), which include trademarks, service marks, and domain names, each of which are used by Assignor in the business of producing, promoting, marketing, selling, and distributing personality assessment products using the name True Colors;

WHEREAS, the trademarks contemplated by and included in the Proprietary Rights shall be, and hereby are, defined as the "Trademarks" and the domain names contemplated by and included in the Proprietary Rights shall be, and hereby are, defined as the "Domain Names;"

WHEREAS, pursuant to, and as contemplated by, the Purchase Agreement, Assignor desires to sell, assign, transfer, convey, deliver and set over to Assignee all of Assignor's right, title and interest in and to the Trademarks and the Domain Names, on the terms and subject to the conditions specified in the Purchase Agreement and this Agreement;

WHEREAS, pursuant to, and as contemplated by, the Purchase Agreement, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Trademarks and Domain Names, on the terms and subject to the conditions specified by the provisions of the Purchase Agreement and this Agreement, including, but not limited to, the payment of the Assignment Fee (as defined later in this Agreement);

NOW, THEREFORE: In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Trademarks. a. Assignor hereby sells, assigns, conveys, transfers, sets over and delivers to Assignee all of Assignor's right, title, and interest in and to (i) the Trademarks, and each of them, including all common law rights, and any registrations and applications; (ii) the goodwill of the business symbolized by use of the Trademarks; (iii) all rights of any kind whatsoever of Assignor in respect of the Trademarks accruing pursuant to applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (iv) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (v) any and all claims and causes of action, with respect to any of the foregoing, whether

accruing before, on and or after the date hereof, including all rights to any claims for damages, restitution and injunctive and other legal and equitable release for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right, but not the obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any damages from infringement of the Trademarks; the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

b. To the extent that Assignor is seeking to perfect the ownership of the Trademarks, or any of them, and Assignor's ownership of the Trademarks, or any of them, has not been perfected by the Effective Date, Assignor shall promptly assign ownership of any and all such Trademarks to Assignee, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to issue trademark registrations, to issue or transfer the Trademarks, and each of them, to Assignee, as owner of all right, title and interest therein, or otherwise as Assignee may direct, in accordance with the terms of the Assignment.

2. Assignment of Domain Names. Assignor hereby irrevocably sells, assigns, conveys, grants and transfers to Assignee all of Assignor's right, title, and interest in and to the Domain Names, and each of them, the websites associated with the Domain Names (the "Websites"), and any goodwill associated therewith, trademark rights and any internet traffic to the Websites, and the right to sue third parties for, and recover damages from, future infringement of the Domain Names Elements (defined hereinafter), the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made. Included in the definition of the "Websites" shall be copyrights to any and all webpages and content on the Websites, page layouts for the Websites, all graphics used at the Websites, all databases generated for the Websites, online forms and similar documents used at the Websites and all banner or advertisements used for the Websites. The Domain Names, the Websites, such goodwill, and any and all constituent elements associated therewith shall hereinafter collectively be referred to as the "Domain Name Elements". Assignee hereby accepts such assignment and transfer. Assignor hereby irrevocably consents and authorizes Iain Saul (the "Registrar") to transfer the Domain Name Elements to Assignee in accordance with the regular transfer procedures of Registrar. Assignor shall hereafter take such actions and execute such other agreements and instruments as are reasonably deemed necessary by Assignee or the Registrar to document Assignor's assignment and transfer of the Domain Name Elements to Assignee. Assignor will cooperate promptly in facilitating the transfer to Assignee of the Domain Name Elements with the Registrar and follow the rules designated by the Registrar to effect such transfer. Assignee will establish an account with the Registrar and initiate the transfer and follow the procedures designated by Registrar to effect such transfer.

3. Consideration. As consideration of Assignor's assignment and transfer to Assignor of all Assignor's right, title, and interest in and to the Trademarks and the Domain Name Elements, Assignee shall pay Assignor the total amount of One Dollar U.S. (\$1.00) (the "Assignment Fee"). Assignor shall provide Assignee with appropriate passwords or Assignor shall transfer the Domain Name Elements to Assignee's account with the Registrar no later than two business days of receiving the Assignment Fee. Additionally, Assignee shall have the right to modify the registration information, as desired, transfer the

Domain Name Elements to a different Registrar and/ or change Assignee's password/username to take full and complete control of the Domain Name Elements.

4. Future Use of Domain Names and Websites. As of the date Assignee receives from the Registrar an e-mail confirming the transfer of the Domain Name Elements, Assignee shall, as the sole owner of the Domain Name Elements, have the exclusive right to use or otherwise transfer the Domain Name Elements, or any of them. Assignor shall not in the future, register, use, apply to register or assist any person with registering, use or apply to register a domain name, trademark, or designation that comprises or includes, whether alone or in combination with each other or with other elements, any of the Domain Name Elements. On the date Assignee becomes the owner of the Domain Name Elements, Assignor shall not make any use, either for its own benefit or for the benefit of any other person, any of the Domain Name Elements.

5. Creation of Other Websites. The provisions of this Agreement notwithstanding, no provision of this Agreement is intended to, nor shall any such provision be construed as, any limitation regarding the right of Assignor to purchase, own, create and/or maintain other websites or domain names that do not infringe on any of the Domain Name Elements.

6. Representations and Warranties.

a. Representations and Warranties of Assignee. Assignee represents and warrants that (i) Assignee has full and complete power and authority to enter into this Agreement and will be obligated by and perform its obligations pursuant to this Agreement; (ii) this Agreement, when signed and delivered by Assignee, will be duly and validly executed and delivered and will be the valid obligation of Assignee, enforceable against Assignee, in accordance with its terms; (iii) Assignee acknowledges and understands that certain of the Works, including, with particularity, the Copyrights, have been the subject of ongoing disputes and controversies with Donald Lowry and Erica Lowry, husband and wife, and certain of their affiliates (collectively, the "Lowrys"), as detailed more particularly in the Purchase Agreement, regarding, (a) the Lowrys' claim of ownership thereof; (b) whether or not the Lowrys, or either of them, were the authors of certain of the material subject to the copyrights (collectively, the "Lowry Dispute"); and (c) the State Action, the Appeal and the Confirmation of the Arbitrator's Order; (iv) Assignee acknowledges and understands that certain of the Works have been the subject of the Contested Mark Proceeding; and (v) Assignor has made no representations or warranties to Assignee regarding the settlement or resolution of the Lowry Dispute, the State Action, the Appeal, the Arbitration Order or the Contested Mark Proceeding, or any part of each thereof.

Assignee acknowledges and understands that in the event any part of the Lowry Dispute, State Action, the Appeal, Confirmation of the Arbitrator's Order or Contested Mark Proceeding is resolved in favor the Lowrys or Dream Works, as applicable, the interest of Assignee in and to the Works, or any of them, may be reduced or eliminated altogether. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

b. Representations and Warranties of Assignor. Assignor represents and warrants that State Action, the Appeal, the Lowry Dispute, the Confirmation of the Arbitrator's Order, and the Contested Mark Proceeding, (i) Assignor has full and complete power and authority to enter into this Agreement and will be obligated by and perform its obligations pursuant to this Agreement and (ii) this

Agreement, when signed and delivered by Assignor, will be duly and validly executed and delivered and will be the valid obligation of Assignor, enforceable against Assignor, in accordance with its terms.

7. Confidentiality. The terms, conditions and provisions of this Agreement are personal to the parties to this Agreement and, in that regard, constitute confidential information. Each of the parties to this Agreement and their respective representatives, successors, members, managers, attorneys, accountants, employees, partners, personnel, officers, assigns, Affiliates, and agents and all other persons acting by, through, under or in connection with them, or any of them, shall not, at any time, directly or indirectly, use, divulge, disclose, disseminate, distribute, license, sell or otherwise make known to any Person any of the terms, conditions and provisions of this Agreement without the prior written consent of the other party to this Agreement; provided, however, either party to this Agreement may disclose the terms, conditions and provisions of this Agreement without the prior written consent of the other party to this Agreement, if such disclosure is lawfully required by any governmental entity or is otherwise required to be disclosed by law, but only to the extent of such requirement; provided, further, however, before making such disclosure the party subject to a purported disclosure requirement shall provide to such other party, prior written notice of such disclosure and adequate opportunity to interpose objections to such disclosure or take such other action as is necessary to assure the confidential nature of those terms, conditions and provisions. In the event such other party, initiates, commences, or pursues any action to protect the confidential nature the terms, conditions and provisions of this Agreement, the party subject to a purported disclosure requirement shall not object to any such action.

8. Governmental Rules and Regulations. The provisions of this Agreement and the transaction contemplated are by the provisions of this Agreement subject to any and all present and future orders, rules and regulations of any duly constituted authority having jurisdiction of that transaction.

9. Notices. Any notice, direction or instrument required or permitted to be given pursuant to this Agreement shall be given in writing by (a) telegram, facsimile transmission, electronic transmission, or similar method, if confirmed by mail as herein provided; (b) by mail, if mailed postage prepaid, by certified mail, return receipt requested; or (c) hand delivery to any party at the addresses of the parties specified below. If given by telegram, facsimile transmission, electronic transmission or similar method or by hand delivery, such notice, direction or instrument shall be deemed to have been given or made on the day on which it was given, and if mailed, shall be deemed to have been given or made on the second (2nd) business day following the day after which it was mailed. Any party may, from time to time by similar notice, give notice of any change of address, and in such event, the address of such party shall be deemed to be changed accordingly. The address, telephone number and facsimile transmission number for the notice of each party are:

If to Assignee:	Cook Capital, LLC, a Cook Islands limited liability company c/o Paul W. Chandler Chandler Law Firm 5150 E. Pacific Coast Highway, Suite 200 Long Beach, CA 90805 Telephone: (562) 269-4900 Facsimile: (562) 269-4901
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Email: chandlerlaw@aol.com

If to Assignor:

True Colors Intl., LLC,
a Cook Islands limited liability company
c/o Lauren A. Deeb
Buchalter, A Professional Corporation
18400 Von Karman Avenue, Suite 800
Irvine, California 92612
Telephone: (949) 224-6218
Facsimile: (949) 720-0182
Email: ldceb@buchalter.com

or at such other address as the party affected may designate in a written notice to such other party in compliance with this section.

10. Further Assurances. Each party, at any time and from time to time, at the other party's reasonable request, shall execute, acknowledge, and deliver any and all instruments and take any and all action that may be reasonably necessary or proper to carry out, perform, and effectuate the intents and purposes of the provisions of this Agreement. In the case of refusal or failure to do so by any party, the other party shall have the power and authority, as attorney-in-fact for the party so refusing or failing, to execute, acknowledge, and deliver such instrument and take such action.

11. Captions and Interpretations. Captions of the provisions of the sections of this Agreement are for convenience and reference only, and the words specified therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. The provisions of this Agreement, in all cases, shall be construed in accordance with the fair meaning of those provisions, as if prepared by both parties and not strictly for or against either party. Each party has reviewed this Agreement. The rule of construction, which requires a court to resolve any ambiguities against the drafting party, shall not apply in interpreting the provisions of this Agreement.

12. Entire Agreement. This Agreement and the Purchase Agreement are the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, warranties and covenants among the parties with respect to the subject matter of this Agreement; and this Agreement and the Purchase Agreement supersede all prior or contemporaneous agreements, negotiations, representations, warranties, covenants, understandings and discussions by and among the parties, their respective representatives, and any other person, with respect to the subject matter specified in this Agreement. This Agreement is subject in all respects to the terms and conditions of the Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

13. Successors and Assigns. This Agreement and each of its provisions shall obligate the heirs, executors, administrators, successors, and assigns of each of the parties. Nothing specified in this section, however, shall be a consent to the assignment or delegation by any party of such party's respective rights and obligations created by the provisions of this Agreement

14. No Third Party Beneficiaries. Except as expressly specified by the provisions of this Agreement, this Agreement shall not be construed to confer upon or give to any person, other than the parties hereto, any right, remedy or claim pursuant to, or by reason of, this Agreement or of any term or condition of this Agreement.

15. Reservation of Rights. The failure of any party at any time or times hereafter to require strict performance by any other party of any of the warranties, representations, covenants, terms, conditions and provisions specified in this Agreement shall not waive, affect or diminish any right of such party failing to require strict performance to demand strict compliance and performance therewith and with respect to any other provisions, warranties, terms, and conditions specified in this Agreement. Any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether the same or of a different type.

16. Survival of Covenants, Representations and Warranties. All covenants, representations, and warranties made by each party to this Agreement shall be deemed made for the purpose of inducing the other party to enter into and execute this Agreement. The representations, warranties, and covenants specified in this Agreement shall survive investigation by either party whether before or after the execution of this Agreement.

17. Waiver and Modification. No modification, supplement or amendment of this Agreement or of any covenant, representation, warranty, condition, or limitation specified in this Agreement shall be valid unless the same is made in writing and duly executed by both parties. No waiver of any covenant, representation, warranty, condition, or limitation specified in this Agreement shall be valid unless the same is made in writing and duly executed by the party making the waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

18. Number and Gender. Whenever the singular number is used in this Agreement, and when required by the context, the same shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders, and vice versa; and the word "person" shall include corporation, firm, trust, estate, joint venture, governmental agency, sole proprietorship, political subdivision, company, congregation, organization, fraternal order, club, league, society, municipality, association, joint stock company, partnership or other form of entity, whether active or passive.

19. Execution in Counterparts. This Agreement may be prepared in multiple copies and forwarded to each of the parties for execution. The signatures of both of the parties may be affixed to one copy or to separate copies of this Agreement, and when all such copies are received and signed by both of the parties, those copies shall constitute one agreement, which is not otherwise separable or divisible.

20. Choice of Law and Consent to Jurisdiction. This Agreement has been delivered to and accepted by the parties and will be deemed to be made in the Orange County, California. This Agreement will be interpreted and the rights and the liabilities of the parties hereto determined in accordance with the laws of the State of California.

21. Assignability. Neither party shall sell, assign, transfer, convey or encumber this Agreement or any right or interest in this Agreement or pursuant to this Agreement, or suffer or permit any such

sale, assignment, transfer or encumbrance to occur by operation of law without the prior written consent of the other party. In the event of any sale, assignment, transfer or encumbrance consented to by such other party, the transferee or such transferee's legal representative shall agree with such other party in writing to assume personally, perform and be obligated by, the covenants, obligations, warranties, representations, terms, conditions and provisions specified in this Agreement.

22. Severability. In the event any provision of this Agreement or the subject matter of this Agreement, for any reason, is determined by a court of competent jurisdiction to be invalid, such determination shall not affect the validity of any remaining provision or subject matter of this Agreement, which remaining provision or subject matter shall remain in full force and effect as if this Agreement had been executed with the invalid provision or subject matter thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining provisions or subject matter of this Agreement without including any such provision or subject matter which, for any reason, may be hereafter determined to be invalid.

23. **Error! Bookmark not defined.**Force Majeure. If any party is rendered unable, completely or partially, by the occurrence of an event of "force majeure" (hereinafter defined) to perform such party's obligations created by the provisions of this Agreement, such party shall give to the other party prompt written notice of the event of "force majeure" with reasonably complete particulars concerning such event; thereupon, the obligations of the party giving such notice, so far as those obligations are affected by the event of "force majeure," shall be suspended during, but no longer than, the continuance of the event of "force majeure." The party affected by such event of "force majeure" shall use all reasonable diligence to resolve, eliminate and terminate the event of "force majeure" as quickly as practicable. The requirement that an event of "force majeure" shall be remedied with all reasonable dispatch as hereinabove specified, shall not require the settlement of strikes, lockouts or other labor difficulties by the party involved, contrary to such party's wishes, and the resolution of any and all such difficulties shall be handled entirely within the discretion of the party concerned. The term "force majeure" as used in this Agreement shall be defined as and mean any act of God, strike, civil disturbance, lockout or other industrial disturbance, act of the public enemy, war, blockade, public riot, earthquake, tornado, hurricane, lightning, fire, public demonstration, storm, flood, explosion, governmental action, governmental delay, restraint or inaction, unavailability of personnel, unavailability of equipment, and any other cause or event, whether of the type enumerated specifically in this section or otherwise, which is not reasonably within the control of the party claiming such suspension.

24. Consent to Agreement. By executing this Agreement, each party, for itself represents such party has read or caused to be read this Agreement in all particulars, and consents to the rights, conditions, duties and responsibilities imposed upon such party as specified in this Agreement. Each party represents, warrants and covenants that such party executes and delivers this Agreement of its own free will and with no threat, undue influence, menace, coercion or duress, whether economic or physical. Moreover, each party represents, warrants, and covenants that such party executes this Agreement acting on such party's own independent judgment.

25. Expenses. Assignee shall be responsible for all costs and expenses incurred by or on behalf of it in connection with effecting the assignments of the Trademarks and Domain Name Elements contemplated hereunder.

26. Warranty Disclaimer. ASSIGNOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO ANY PERSON WITH RESPECT TO THE TRADEMARKS, THE DOMAIN NAMES OR ANY RELATED MATERIALS PROVIDED PURSUANT HERETO, ALL OF WHICH ARE PROVIDED "AS IS," AND DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

27. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM OR RELATED TO THE USE OF THE TRADEMARKS, AND THE DOMAIN NAMES, OR ANY OF THEM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives.

Assignor:

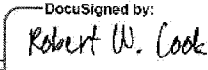
TRUE COLORS INTL., LLC, a Cook Islands limited liability company

By: Bakkar, a Cooks Islands limited liability company,
acting as manager for True Colors Intl., LLC

By: _____
Name: Iain Saul
Title: Manager

Assignee:

COOK CAPITAL, LLC,
a Cook Islands limited liability company

By: _____
Name: F  _____
Title: Manager

[Signature Page to Trademark and Domain Name Assignment Agreement]

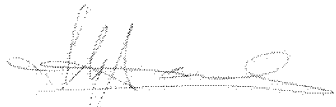
IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their authorized representatives:

Assignor:

TRUE COLORS INTL., LLC, a Cook Islands limited liability company

By: Bakkar, a Cooks Islands limited liability company,
acting as manager for True Colors Intl., LLC

By:



Name: Iain Saul
Title: Manager

Assignee:

COOK CAPITAL, LLC,
a Cook Islands limited liability company

By:

Name: Robert Cook
Title: Manager

[Signature Page to Trademark and Domain Name Assignment Agreement]