

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456964

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Tyler Phelps		12/21/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	CCRB Investments, LLC		
Street Address:	14901 Quorum Drive		
Internal Address:	Suite 525		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87255373	LOVE & WAR IN TEXAS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	615.256.7200		
Email:	lspahn@shackelfordlaw.net		
Correspondent Name:	Lauren M. Spahn		
Address Line 1:	47 Music Sq. East		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Lauren M. Spahn		
SIGNATURE:	/Lauren M. Spahn/		
DATE SIGNED:	01/05/2018		
Total Attachments: 5			
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OP \$40.00 87255373

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is made and entered into as of December 21, 2017, by and between J. Tyler Phelps, located at Post Office Box 1855, Lindale, Texas 75771, with and through his companies, Love and War in Texas, Inc., a Texas corporation, and LAWIT-Lindale, L.L.C., a Texas limited liability company having an office address at 114 E. North Street, Lindale, TX 75771 (J. Tyler Phelps, Love and War in Texas, Inc., and LAWIT-Lindale, L.L.C. collectively referred to herein as “Assignor”) and CCRB Investments, LLC at 14901 Quorum Drive, Suite 525, Dallas, Texas 75254 (referred to herein as “Assignee”).

WHEREAS, Assignor asserts ownership and control of the right, title, and interest, including, without limitation, the trademark rights, in and to the plain word mark “LOVE & WAR IN TEXAS” and the logo containing the plain word mark “LOVE & WAR IN TEXAS” (the plain word mark and the logo are herein collectively referred to as the “Mark” and are attached herein and incorporated by reference as Exhibit A), and the web domain, the pending trademark application for registration of the Mark with the USPTO (serial no. 87255373 in International Class 43), and any and all goodwill associated with the Mark;

WHEREAS, Assignor desires to assign and transfer any and all rights whatsoever in and to the Mark to Assignee, including, but not limited to, those rights specifically noted above; and

WHEREAS, Assignee has agreed to pay \$137,500.00 to Assignor as consideration for the assignment of all of the rights whatsoever in the Mark from Assignor to Assignee. Such consideration is sufficient and no further consideration, including franchise fees, license fees, or any other financial or monetary consideration is required.

NOW, THEREFORE, for good and valuable consideration noted above, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Assignor hereby irrevocably and absolutely forever assigns, transfers and conveys to Assignee all of its undivided right, title and interest in and to the Mark and other intellectual property associated with the Mark, including, without limitation, any and all good will of the business symbolized by the Mark, the logo containing the Mark, copyrights, registration applications or registrations (specifically including the USPTO application containing the serial no. 87255373 in International Class 43), licenses, agreements for use and the proceeds thereof pertaining to and derived from the Mark. In addition, Assignor assigns all rights, control, and passwords for any and all social media related to the Mark to Assignee, including but not limited to websites, Facebook accounts, Twitter, and any other social media. Assignee shall have any and all other rights of every kind and nature now known or hereafter existing by virtue of any common law or statutory rights.
2. Assignor warrants and represents that the Mark is owned and controlled by Assignor and Assignor has the full right, power, and authority to make this Assignment, perform its terms and conditions, grant the rights herein granted to Assignee, and to vest in Assignee all the rights as provided herein free and clear of all other claims, rights, and obligations whatsoever.
3. Assignor shall indemnify and hold Assignee harmless from and against any and all liabilities, losses, damages, costs, claims, or expenses incurred by Assignee, its affiliate or subsidiary, and their directors, managers, officers, agents, employees, partners, members, shareholders, or representatives by reason of Assignor’s use of the Mark, or bad faith, breach of this Agreement, or breach of any applicable law, rule, or regulation.

IN WITNESS WHEREOF, the parties have entered into this Assignment the day and first year above written.

Assignor:

Assignee:

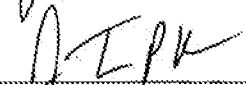
J. Tyler Phelps, individually and as authorized signatory of Love and War in Texas, Inc. and LAWIT-Lindale, L.L.C.

CCRB Investments, LLC



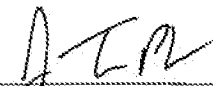
J. Tyler Phelps, individually

Michael Gerard Byboth, Manager



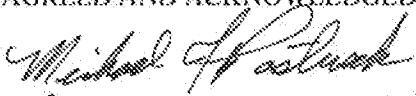
J. Tyler Phelps, President
Love and War in Texas, Inc.

Caleb Chalmers, Manager

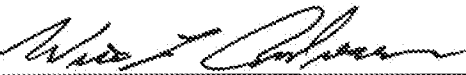


J. Tyler Phelps, President
LAWIT-Lindale, L.L.C.

AGREED AND ACKNOWLEDGED BY:


(as to form only)

Michael J. Pastusek



William F. Andreason

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LAWIT-Lindale, L.L.C.

J. Tyler Phelps, individually

J. Tyler Phelps, President
Love and War in Texas, Inc.

J. Tyler Phelps, President
LAWIT-Lindale, L.L.C.

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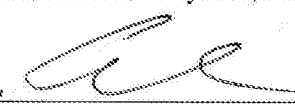
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J. Tyler Phelps, President
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J. Tyler Phelps, President
LAWIT-Lindale, L.L.C.


AGREED AND ACKNOWLEDGED BY:

Michael J. Pastusek

William F. Andreason

Assignee:

CCRB Investments, LLC



Michael Gerard Byboth, Manager

Caleb Chalmers, Manager

EXHIBIT A

THE MARK

1. LOVE & WAR IN TEXAS (text)
2. LOVE & WAR IN TEXAS & Design:

