

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459520

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
David Clark Cause, Inc.		01/12/2018	Corporation: DELAWARE
Watermill Express LLC		01/12/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Clean Water Here Foundation, Inc.		
Street Address:	177 West Jessup		
City:	Brighton		
State/Country:	COLORADO		
Postal Code:	80601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5085243	CLEAN WATER HERE	
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:	310-666-6880		
Email:	kkoyanagilaw@gmail.com		
Correspondent Name:	Katherine Koyanagi		
Address Line 1:	11301 W. Olympic Blvd., #324		
Address Line 4:	Los Angeles, CALIFORNIA 90064		
NAME OF SUBMITTER:	Katherine Koyanagi		
SIGNATURE:	/kkoyanagi/		
DATE SIGNED:	01/25/2018		
Total Attachments: 2			
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OP \$40.00 5085243

EXHIBIT A
ASSIGNMENT

This Assignment ("Assignment") is made on 12th day of January 2018 ("Effective Date") by and between:

DAVID CLARK CAUSE, INC., ("DCC"), a Colorado corporation and WATERMILL EXPRESS, INC., ("WE"), a Delaware corporation (collectively, "ASSIGNORS"); and the CLEAN WATER HERE FOUNDATION, INC. ("ASSIGNEE"), a Delaware corporation which entities are occasionally referred to as Party(ies) (in singular or plural usage, as indicated by the contents, which term as used herein is meant to refer to each Party as a collective entity including employees, agents, and others responsible to the entity) is as follows:

I. RECITALS

WHEREAS, DCC owns 50% of the right, title, and interest in and to the marks "CLEAN WATER HERE" trademark and the goodwill associated therewith ("Trademark")

WHEREAS, WE also owns 50% of the right, title, and interest in and to the Trademark and the goodwill associated therewith;

WHEREAS, DCC owns the right, title and interest in and to the DECADE OF DIFFERENCE cause brand concept including any "DECADE OF DIFFERENCE" trademarks, service marks, design marks, trade names, domain names, copyrights, concepts, campaign materials and cause brand ("Decade of Difference IP");

WHEREAS, ASSIGNEE desires to acquire all right, title and interest in and to the Trademark and the Decade of Difference IP.

WHEREAS, subject to any rights granted to and any limitations binding on it, ASSIGNORS desire to convey, transfer, assign, deliver and contribute to ASSIGNEE all of their right, title, and interest in and to the Trademarks and Decade of Difference IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, the Parties agree as follows:

II. ASSIGNMENT

2.1 DCC does hereby sell, assign, convey, transfer, deliver, and contribute unto ASSIGNEE, its successors and assigns, DCC'S entire right, title and interest in and to the Trademark and the Decade of Difference IP together with (i) all rights to sue for infringement or misappropriation of the Trademark and the Decade of Difference IP whether arising prior to or subsequent to the date of this Assignment; (ii) all goodwill associated with the Trademark and the Decade of Difference IP; (iii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademark and the Decade of Difference IP; (iv) all benefits of any and all prior uses of the Trademark and the Decade of Difference IP; and (v) the right to make applications for registration of the Trademark and the Decade of Difference IP in any and all countries and any renewals which may be granted thereon.

2.2 WE does hereby sell, assign, convey, transfer, deliver, and contribute unto ASSIGNEE, its successors and assigns, WE entire right, title and interest in and to the Trademark together with (i) all rights to sue for infringement or misappropriation of the Trademark whether arising prior to or subsequent to the date of this Assignment; (ii) all goodwill associated with the Trademark; (iii) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Trademark; (iv) all benefits of any and all prior uses of the Trademark; and (v) the right to make applications for registration of the Trademark in any and all countries and any renewals which may be granted thereon.

2.3 ASSIGNORS agree to take all reasonable actions and cooperate as is necessary to protect the rights in and to the Trademark and the Decade of Difference IP and further agrees to execute any documents that might be necessary to perfect ASSIGNEE'S ownership of rights in the Trademark and the Decade of Difference IP without further remuneration.

III. REPRESENTATIONS AND WARRANTY

ASSIGNORS represent and warrant that they have the right and authority to enter into this Agreement and to convey the rights granted herein.

V. GENERAL PROVISIONS

5.1 Governing Laws. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to the principles of conflicts of laws thereof.

5.2 Entire Agreement. The Cause Brand Agreement and this Agreement constitutes the entire agreement between the parties hereto for the transfer of rights in and to the Trademark and the Decade of Difference IP, and supersedes any prior oral or written agreement or understanding between the parties related to the same; the Agreement may not be modified or amended except by subsequent writing signed by both parties hereto.

5.3 Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF and intended to be legally bound by, the parties have hereunder set their hands the day and the year first written below.

DAVID CLARK CAUSE, INC.

WATERMILL EXPRESS, INC.

By: [Signature]
David Clark

By: [Signature]
Lani Dolifka, CEO

Its: CEO

Its: CEO

Date: January 12, 2018

Date: January 12, 2018

THE CLEAN WATER HERE FOUNDATION, INC.

By: [Signature]
Lani Dolifka

Its: President

Date: January 12, 2018