

900437049 01/26/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM459668

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Honor Point LLC		01/01/2018	Limited Liability Company: CALIFORNIA

RECEIVING PARTY DATA

Name:	BACK BAY USA <i>inc.</i>
Street Address:	1128 Bay Ave Suite H
City:	Chula Vista
State/Country:	CALIFORNIA
Postal Code:	91911
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4442230	HONOR POINT HONOR ALWAYS.
Registration Number:	4600018	ZOT BY HONOR POINT
Registration Number:	4595693	ZOT
Registration Number:	5235475	WMD WEBB MANAGEMENT DEVICE

CORRESPONDENCE DATA

Fax Number: 6192722693
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: 6192266337
Email: JYT@JYTLAW.COM
Correspondent Name: Joanna Y. Tsai
Address Line 1: 12636 High Bluff Dr. Ste. 400
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER:	Joanna Y. Tsai
SIGNATURE:	/joannaytsai/
DATE SIGNED:	01/26/2018

Total Attachments: 2

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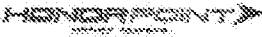
OP \$115.00 4442230

Trademark Assignment Agreement

This Trademark Assignment Agreement (hereinafter referred to as "Agreement") is made by and between:

Honor Point LLC, a California limited liability company, with a principal office address of 1128 Bay Ave., Suite G, Chula Vista, California 91911, USA (hereinafter refer to as "Assignor"); and Back Bay USA, Inc., a California Company, having a principal place of business at 1128 Bay Ave., Suite H, Chula Vista, California 91911, (hereinafter referred to as the "Assignee"). Assignor and Assignee are sometimes referred to hereinafter collectively as the Parties.

WHEREAS, Assignor is the legal and rightful owner of the trademark issued by the United States Patent and Trademark Office (USPTO) listed below:

Trademark Mark description	Registration No.	Class	Date Registered
 Honor Point - Honor Always (design) ZOT by Honor Point	4442230	18	Dec. 03, 2013
ZOT	4600018	18	Sept. 09, 2014
WMD Webb Management Device	4595693	18	Sept. 02, 2014
	5235475	26	July 04, 2017

WHEREAS, Assignor wishes to transfer said trademarks to Assignee outright. Said transfer includes all TRADEMARK rights, including common law, state-law, federal law, any good will, and any derivative rights associated and in related to said trademarks. To give effect to Assignee's ownership of said TRADEMARK rights, Assignor hereby assigns to Assignee any of Assignor's rights, title and interest, including all copyright rights, trademark rights, intellectual property rights in and to any works produced by the Assignor in this Agreement

WHEREAS, Assignee is desirous of acquiring said trademarks and all rights enumerated above and the resulting registration thereof.

WHEREAS, in consideration of and in exchange for the sum of USD (US Dollars) Ten Dollars (\$10.00) as good and valuable consideration, receipt of which is hereby acknowledged, said assignor does hereby assign unto said assignee all rights, title, interest in and good will inherently bestowed with said trademark, said application, and said registration, together with the good will of the business symbolized by said trademark.

WHEREAS, in accordance with the requisite recordal requirement to effectuate this transfer and in consideration of the Parties' desire to maintain confidentiality of this

Agreement, the Parties have mutually agreed to execute, simultaneously with the signing of this Agreement, a separate USPTO Trademark Assignment for the purpose of recordal only.

NOW, THEREFORE, ASSIGNOR further agrees that ASSIGNOR will execute any subsequent documents that may become necessary to give effect to ASSIGNEE ownership of those rights enumerated above. ASSIGNOR further expressly acknowledges that no further consideration is necessary for the purposes of this assignment.

ASSIGNOR agrees not to reproduce, distribute, transfer, sell or publicly display any of said TRADEMARK without the written permission of ASSIGNEE.

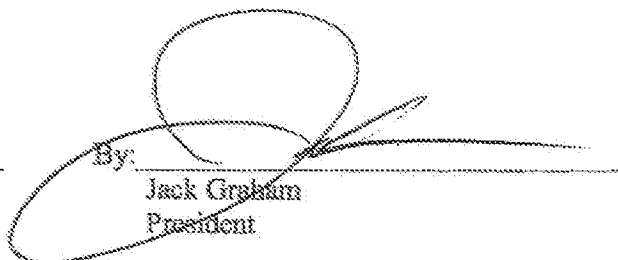
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EXECUTED ON THIS 1st date of Jan., 2018

ASSIGNOR
Honor Point LLC

ASSIGNEE
Back Bay USA, Inc.

By: 
Jack Graham
Managing Member

By: 
Jack Graham
President