

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468623

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
I.C.E.D. Management, Inc.		10/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fortusis, LLC		
<b>Street Address:</b>	11210 Steeplecrest Drive, ste 390		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77065		
<b>Entity Type:</b>	Corporation: UTAH		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1476165	YOUR PRINTING SOLUTION	
<b>Registration Number:</b>	1476245	YOUR PRINTING SOLUTION	
<b>Registration Number:</b>	1476352	YOUR PRINTING SOLUTION	
<b>Registration Number:</b>	1088878	KWIK-KOPY	
<b>Registration Number:</b>	4163293	KKP BUSINESS SOLUTIONS	
<b>Registration Number:</b>	2173270	DIGIPRINT	
<b>Registration Number:</b>	4257717	AWT	
<b>Registration Number:</b>	4263841	AMERICAN WHOLESALE	
<b>Registration Number:</b>	1115789	KWIK-KOPY	
<b>Registration Number:</b>	3619317	THE INK WELL	
<b>Registration Number:</b>	4392330	FRANKLIN'S	
<b>Registration Number:</b>	4414251	KWIK KOPY	
<b>Registration Number:</b>	4417993	KWIK KOPY PRINTING	
<b>Registration Number:</b>	1152354	FRANKLIN'S	
<b>Registration Number:</b>	3960403	KWIK KOPY	
<b>Registration Number:</b>	1662092	WE'RE SERIOUS ABOUT PRINTING	
<b>Registration Number:</b>	2525070	FRANKLIN'S	
<b>Registration Number:</b>	1672737	KWIK-KOPY	
<b>Registration Number:</b>	1672738	KWIK-KOPY	

OP \$640.00 1476165

Property Type	Number	Word Mark
Registration Number:	0963828	KWIK-KOPY
Registration Number:	0979634	IW THE INK WELL
Registration Number:	3099592	KWIK KOPY
Registration Number:	3099594	KWIK KOPY
Registration Number:	3099595	KWIK KOPY
Registration Number:	3099604	KWIK KOPY PRINTING

**CORRESPONDENCE DATA**

Fax Number: 7138779100  
*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: 7138409993  
Email: jdpetruzzi@gmail.com  
Correspondent Name: James D. Petruzzi  
Address Line 1: 4900 Woodway Dr., ste 745  
Address Line 4: Houston, TEXAS 77056

<b>NAME OF SUBMITTER:</b>	James D. Petruzzi
<b>SIGNATURE:</b>	/James D. Petruzzi/
<b>DATE SIGNED:</b>	04/05/2018

**Total Attachments: 4**  
source=FortusisICEDAssignmentRecordation#page1.tif  
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source=FortusisICEDAssignmentRecordation#page4.tif

**EXHIBIT F**

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS AGREEMENT is made on the 1<sup>st</sup> day of October 2017.

**B E T W E E N:**

International Center for Entrepreneurial Development, Inc.  
And its subsidiary I.C.E.D. Management, Inc.  
(hereinafter collectively, called the "Seller")

- and -

Fortusis, LLC  
(hereinafter called the "Purchaser")

WHEREAS the Seller and the Purchaser executed and delivered an agreement for purchase and sale of assets dated the 1<sup>st</sup> day of October 2017, (the "Purchase and Sale of Assets") providing for the same by the Seller to the Purchaser of certain trade-marks owned by the Seller including those trade-marks described in Schedule "A" attached (the "Trade Marks") to be used by the Purchaser in connection with the instant printing and related products and services business in the United States of America being acquired by Purchaser from Seller.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained in other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Seller hereby grants, sells, assigns, and transfers over to the Purchaser all of its right, title and interest in and to the Trade Marks in the United States of America only and any variations thereof owned or controlled by the Seller, free and clear of any debt, encumbrance, third party rights or royalty obligations, the same to be held and enjoyed by the Purchaser its successors and assigns as fully and effectually as such right, title and interest could have been held and enjoyed by the Seller if the sale, assignment and transfer has not been made.

2. The Seller covenants and agrees that:

- a) The Seller possesses good and marketable title to the Trade Marks free and clear and absolutely released and discharged from and against all former claims, liens, charges and encumbrances of any nature or kind whatsoever.
- b) There is no action, suit or proceeding of any nature pending or threatened against Seller relating to any of the Trade Marks, and, to the Seller's



knowledge, there is no claim or investigation pending of threatened relating to any of the Trade Marks.

- c) Except for rights associated with the Concurrent Use Agreements for Longmont, Colorado and Mecklenburg County, North Carolina, to the best of Seller's knowledge, there are no known superior rights in or infringing uses of the Trade Marks.
3. Seller expressly disclaims all warranties, express or implied, as to the enforceability of the Trade Marks or any other matter which affects the Purchaser's right to use the Trade Marks.
4. Seller shall:
  - (a) Promptly render all necessary assistance to the Purchaser in prosecuting any application for registration of the Trade Marks transferring ownership of the Trade Marks to Purchaser with the U.S. Patent and Trademark Office.
  - (b) Not take any action nor assist, either directly or indirectly, any person in any action, which challenges the validity of any of the Trade Marks;
  - (c) Pending registration of the Purchaser as owner of the Trade Marks, lend its name as predecessor in title to any proceedings for infringement which the Purchase may require to be brought against any person wrongfully using the Trade Marks within one year of the date of this Agreement; and
  - (d) not file any application to register in the U.S. Patent and Trademark Office any trade mark confusing with the Trade Marks or with expired and cancelled trademarks previously held by Seller including, but not limited to, those listed on Schedule "B" attached.
5. The Seller covenants and agrees with the Purchaser that the Seller will from time to time and at all times hereafter make, do and execute or cause or procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by the Purchaser whether for more effectually and completely vesting in the Purchaser the Trade Marks hereby transferred in accordance with the terms hereof or for the purpose of registration or otherwise, all at Purchaser's expense.
6. As agreed by the parties, the Purchaser shall be responsible for all costs and expenses of an in connection with the registration and assignment of the Trade Marks but not Seller's costs whether legal or otherwise associated with the negotiation of this Assignment Agreement.
7. Terms capitalized but not defined herein shall have the meanings attributed to them in the Purchase and Sale of Assets Agreement.



8. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas and federal regulations of the United States of America applicable therein.

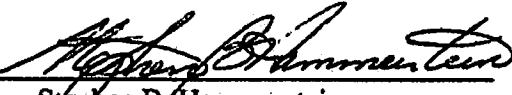
9. This Agreement shall be binding on and enure to the benefit of the Seller and the Purchaser and their respective representatives, successors and assigns.

10. This Agreement may be executed and delivered by facsimile transmission of PDF, and may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument.

IN WITNESS WHEREOF the Seller has executed this Agreement of the date first above written.

**International Center for  
Entrepreneurial Development, Inc.**

**I.C.E.D. MANAGEMENT, INC.**

By:   
Stephen B. Hammerstein,  
Chairman and CEO


By:   
Stephen B. Hammerstein,  
President

I have the authority to bind the Corporation.

I have the authority to bind the Corporation.

**Agreed and Acknowledged:**

**Fortusis, LLC**

By:   
Curtis D. Cheney, Manager and President

**EXHIBIT F**  
**SCHEDULE "A"**

**Trade Marks**  
**(United States only)**

Trade Mark	Class	Registration Number
AMERICAN WHOLESALE (Word Mark)	40	4263841
AWT (Word Mark)	35, 40	4257717
DIGIPRINT (Word Mark)	40, 42	2173270
FRANKLIN'S (Word Mark)	16	1152354
FRANKLIN'S (Word Mark)	40	2525070
FRANKLIN'S (Word Mark)	35, 40	4392330
KKP Business Solutions in Swirl Design	35	4163293
KWIK KOPY (Word Mark)	40	3099595
KWIK KOPY (Word Mark)	35, 42	3099592
KWIK KOPY (Word Mark)	41	4414251
KWIK KOPY (Word Mark)	38	3099594
KWIK KOPY Design I	35	963828
KWIK KOPY Design in Swoosh Design IV	35, 40	3960403
KWIK KOPY PRINTING & DESIGN II	42	3099604
KWIK KOPY PRINTING & DESIGN II	40, 41, 42	4417993
KWIK-KOPY DESIGN I	35, 40, 42	1672738
KWIK-KOPY (Work Mark)	35, 40, 42	1672737
KWIK-KOPY (Word Mark)	35	1115789
KWIK-KOPY (Word Mark)	35	1088878
THE INK WELL	35, 40, 42	3619317
THE INK WELL (STYLIZED & DESIGN)	35	979634
WE'RE SERIOUS ABOUT PRINTING	42	1662092
YOUR PRINTING SOLUTION (Word Mark)	35	1476165
YOUR PRINTING SOLUTION (Word Mark)	42	1476352
YOUR PRINTING SOLUTION (Word Mark)	40	1476245

F-Schedule A