

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Compassion International, Inc.		05/01/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	C2C Advisors, LLC		
Street Address:	5806 Grove Ave., Suite 212		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23226		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4795263	CARDFUNDER	
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:	719-487-7000		
Email:	aceniceros@us.ci.org		
Correspondent Name:	Annette Cenicerros		
Address Line 1:	12290 Voyager Parkway		
Address Line 2:	Legal Services		
Address Line 4:	Colorado Springs, COLORADO 80921		
NAME OF SUBMITTER:	Annette Cenicerros		
SIGNATURE:	/Annette Cenicerros/		
DATE SIGNED:	05/23/2018		
Total Attachments: 4			
source=Cardfunder 4795263 Trademark Assignment Agreement - Signed#page1.tif			
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OP \$40.00 4795263

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of May 18, 2018 is made by Compassion International, Inc. ("**Compassion**"), an Illinois nonprofit corporation, located at 12290 Voyager Parkway, Colorado Springs, Colorado 80921, in favor of C2C Advisors, LLC ("**C2C**") located at 5806 Grove Ave., Suite 212, Richmond, Virginia 23226, the purchaser of certain assets of Compassion pursuant to the Intellectual Property Purchase and Assignment Agreement between C2C and Compassion dated as of May 1, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Compassion has conveyed, transferred, and assigned to C2C, among other assets, certain intellectual property of Compassion, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Compassion hereby irrevocably conveys, transfers, and assigns to C2C, and C2C hereby accepts, all of Compassion's right, title, and interest in and to the following:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks");

(b) all rights of any kind whatsoever of Compassion accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Compassion hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by C2C. Following the date hereof, upon C2C's reasonable request, and at C2C's sole cost and expense, Compassion shall take such steps and actions, and provide such cooperation and assistance to C2C and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to C2C, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Compassion and C2C with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action whether in contract, tort, or otherwise based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule whether of the State of Colorado or any other jurisdiction.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Compassion has duly executed and delivered this Trademark Assignment as of the date first written above.

COMPASSION INTERNATIONAL, INC.

By: 

Name: Micah Payton

Title: Assistant General Counsel

AGREED TO AND ACCEPTED:

C2C, LLC

By: 

Name: Russ Howard

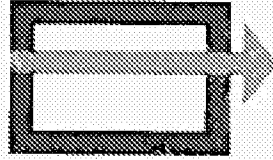
Title: Member/Manager

Schedule 1

Assigned Trademarks

United States of America

United States Patent and Trademark Office



CARDFUNDER

Reg. No. 4,795,263

Registered Aug. 18, 2015

Int. Cl.: 36

SERVICE MARK

PRINCIPAL REGISTER

COMMISSION INTERNATIONAL, INC. (A NON-PROFIT CORPORATION)
12300 VOYAGER PARKWAY
COLORADO SPRINGS, CO 80901

FOR CHARITABLE FUNDRAISING SERVICES, IN CLASS 36 (CL. 36.01 AND 36.02)

FIRST USE 2-15-2015, COMMENCE 2-15-2015

THE MARK CONSISTS OF THE WORD ELEMENT "CARDFUNDER" WITHIN A SQUARE DESIGN, WHERE THERE IS AN ARROW DESIGN ACROSS THE UPPER MIDDLE OF THE SQUARE, POINTING TO THE RIGHT

SER. NO. 36-515 895, FILED 2-16-2015

ESTER QUEEN, EXAMINING ATTORNEY



Michelle K. Lee
Director of the United States
Patent and Trademark Office