

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GemAssist, LLC		10/02/2018	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	GemAssist Brain Awareness Co.		
Street Address:	401 Nottaway Lane		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4227350	GEMASSIST	
Registration Number:	4215297		
CORRESPONDENCE DATA			
Fax Number:	4048792927		
<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:	404-879-2427		
Email:	trademarksrtp@wbd-us.com		
Correspondent Name:	Laura A. Kees		
Address Line 1:	17th St. NW, Atlantic Station 271		
Address Line 2:	Womble Bond Dickinson (US) LLP, Ste 2400		
Address Line 4:	Atlanta, GEORGIA 30363-1017		
NAME OF SUBMITTER:	Laura A. Kees		
SIGNATURE:	/Laura A. Kees/		
DATE SIGNED:	10/12/2018		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of October 2, 2018, is from **GemAssist, LLC**, a Georgia limited liability company, having a principal place of business at 401 Nottaway Lane, Alpharetta, Georgia 30009 (the "Assignor"), to **GemAssist Brain Awareness Co.**, a Georgia company (the "Assignee") having a principal place of business at 401 Nottaway Lane, Alpharetta, Georgia 30009.

WITNESSETH:

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to (i) the trademarks and related trademark registrations, as set forth on Exhibit A, attached hereto and incorporated herein (collectively, the "Trademark"), and any and all trademark, service mark and intellectual property rights, including rights of priority, associated with such Trademark, and (ii) any and all goodwill of the business associated with the Trademark (the "Goodwill");

WHEREAS, Assignor and Assignee desire to confirm of record such assignment of the Trademark and Goodwill;

NOW, THEREFORE, in consideration of the premises hereof, the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, does hereby agree as of the date hereof as follows:

The Assignor does hereby sell, assign, transfer, deliver, grant and convey to the Assignee all of the Assignor's right, title and interest (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements) in and to the Transferred Trademarks, being the trademarks specifically listed in Exhibit A to this Assignment, including all goodwill associated therewith.

The Assignee shall be responsible for all costs and actions for transfer of the foregoing Transferred Trademarks and to permit the Assignee to be duly recorded as the registered owner. The Assignor agrees that it will at any time, upon request of the Assignee, execute and deliver any papers prepared and provided by the Assignee that are reasonably necessary to confirm the assignment made herein.

This Assignment shall inure to the benefit of the Parties and their respective successors and permitted assigns, and does not modify or affect, and is subject to, the provisions of the Separate Agreement. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The exchange of copies of this Assignment and of executed signature pages by facsimile transmission or by email transmission in portable document format (PDF), or similar format, shall constitute effective execution and delivery of such instrument(s) as to the Parties and may be used in lieu of the original Assignment for all purposes.

[Signature Page Follows; Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Trademark Assignment and to be duly signed as of the date first above written.

ASSIGNOR:

GEMASSIST, LLC

By: *A. Krupp*

Armin Krupp
Printed name

President
Title

ASSIGNEE:

GEMASSIST BRAIN AWARENESS, CO.


By: *A. Krupp*

Armin Krupp
Printed name

President
Title

EXHIBIT A

United States Trademark Registrations

Trademark	Registration No.	Registration Date
GEMASSIST	4,227,350	October 16, 2012
Design Only 	4,215,297	September 24, 2012