

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491323

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gary McGowan		09/06/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Gary McGowan		
Street Address:	5335 Dividend Drive Suite D		
City:	Decatur		
State/Country:	GEORGIA		
Postal Code:	30035		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Kwasi Sampson		
Street Address:	390 17th St NW, Unit 5013		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30363		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4658550	CASHCANNON	
Serial Number:	87713603	CASH CANNON	
CORRESPONDENCE DATA			
Fax Number:	7346610513		
<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:	800-529-2218		
Email:	docket@trademarklawyerfirm.com		
Correspondent Name:	Erin C Bray		
Address Line 1:	P.O. Box 512		
Address Line 4:	Ann Arbor, MICHIGAN 48106-0512		
NAME OF SUBMITTER:	Erin C. Bray		

OP \$65.00 4658550

SIGNATURE:	/Erin C. Bray/
DATE SIGNED:	09/25/2018
Total Attachments: 4 source=FullyEx.Trademark Assignment#page1.tif source=FullyEx.Trademark Assignment#page2.tif source=FullyEx.Trademark Assignment#page3.tif source=FullyEx.Trademark Assignment#page4.tif	

MUTUAL TRADEMARK ASSIGNMENT AGREEMENT

This Mutual Trademark Assignment Agreement (the "Trademark Assignment"), by and between KWASI SAMPSON ("Sampson"), KWASMO ENTERPRISES, LLC ("KE"), GARY MCGOWAN ("McGowan"), and The Cash Cannon, LLC ("TCC") (collectively, the "Parties") and is made with reference to the following:

WHEREAS, the Parties have each used the marks CASH CANNON and CASHCANNON (the "Marks") in United States commerce since as early as October 1, 2013 in connection with novelty toy items in the nature of a dispenser of stream materials, such as monetary denominations;

WHEREAS, the Parties desire to clarify and establish certain intellectual property rights concerning the use and registration of the trademarks CASH CANNON and CASHCANNON;

WHEREAS, McGowan is the owner of U.S. App. Serial No. 87/713,603 (the "'603 TM Application"), applied for on December 8, 2017, for the Word Mark CASH CANNON for certain goods in International Class 28, and U.S. Reg. No. 4,658,550 (the "'550 TM Registration"), registered on December 23, 2014, for the Stylized Mark appearing immediately below for certain goods in International Class 28



WHEREAS, TCC has used and exploited the Marks pursuant to certain authorizations by McGowan;

WHEREAS, KE has used and exploited the Marks pursuant to certain authorizations by Sampson;

WHEREAS, the "Cash Cannon Trademark Rights" shall mean and refer to the Marks, the '603 TM Application and the '550 TM Registration;

WHEREAS, the "Effective Date" of this Trademark Assignment shall be the date of the last Party's signature hereof; and

NOW, THEREFORE, for and in consideration of the mutual promises, releases and covenants made in this Trademark Assignment and other good and valuable consideration, the receipt, reasonableness, and sufficiency of which are hereby expressly acknowledged by the Parties, it is agreed as follows:

1. ASSIGNMENTS.

- (a) TCC hereby irrevocably conveys, transfers, and assigns to McGowan, and McGowan hereby accepts, any and all right, title and interest that TCC had and has in and to the Cash Cannon Trademark Rights, together with the goodwill of the business connected with the use of, and symbolized by, the Cash Cannon Trademark Rights;
- (b) KE hereby irrevocably conveys, transfers, and assigns to Sampson, and Sampson hereby accepts, any and all right, title and interest that KE had and has in and to the Cash Cannon Trademark Rights together with the goodwill of the business connected with the use of, and symbolized by, the Cash Cannon Trademark Rights;
- (c) Sampson hereby irrevocably conveys, transfers, and assigns to McGowan, and McGowan hereby accepts, an undivided one half (1/2) interest in and to any and all right, title and interest that Sampson had and has in and to the Cash Cannon Trademark Rights together with the goodwill of the business connected with the use of, and symbolized by, the Cash Cannon Trademark Rights; and
- (d) McGowan hereby irrevocably conveys, transfers, and assigns to Sampson, and Sampson hereby accepts, an undivided one half (1/2) interest in and to any and all right, title and interest that McGowan had and has in and to the Cash Cannon Trademark Rights together with the goodwill of the business connected with the use of, and symbolized by, the Cash Cannon Trademark Rights.

2. EFFECTIVENESS OF ASSIGNMENTS.

The assignments given hereunder by TCC and KE shall take effect *nunc pro tunc*, as if such assignment occurred at the time of their respective first uses, and any and all right, title and interest associated with or derived from TCC's and KE's use of the Marks shall be deemed to have inured to the benefit of McGowan and Sampson, respectively.

The assignments given hereunder by McGowan and Sampson shall take effect on the Effective Date and any right assigned or conveyed therewith shall take effect, *nunc pro tunc*, as of the earliest date that such assigning party had a right, title or interest in the Cash Cannon Trademark Rights.

3. SCOPE OF ASSIGNMENTS.

The assignments herein include, without limitation, all rights of any kind whatsoever that each Party has in the Cash Cannon Trademark Rights as provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

The assignments herein include any and all claims and causes of action, with respect to the Cash Cannon Trademark Rights, whether accruing before, on, or after the Effective Date, 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 (unless otherwise required by written Agreement of two or more of the parties).

No assignment hereunder shall entitle any Party to any payment, royalty, fee, income, proceeds, money or other thing of value from another Party based on any license, use or exploitation of any Cash Cannon Trademark Right, whether such license, use or exploitation occurred in the past, is occurring, or will occur in the future.

4. RECORDATION.

The Parties hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entitled or agencies in other jurisdictions, to record and register this Trademark Assignment upon request by McGowan or Sampson. Each Party hereto shall take such steps and actions, and provide such cooperation and assistance to McGowan or Sampson and their 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 assignments of the rights, title and interest assigned hereunder to McGowan or Sampson, or their assignees or successors.

5. COUNTERPARTS.

This Trademark Assignment may be executed in one or more counterparts, at different times and places. When all parties have executed a counterpart of this Trademark License, it shall be binding on all parties notwithstanding that all of them may not have signed the same counterpart. A facsimile or other copy of an executed counterpart hereof, such as an e-mailed PDF copy, shall have the same effect as an original.

6. GOVERNING LAW.

This Trademark Assignment is made and entered into in the State of Georgia and will in all material respects be interpreted, enforced, and governed under the laws of said state.

7. ENTIRE AGREEMENT.

This Trademark Assignment supersedes all prior discussions and agreements between or among the Parties with respect to the subject matter hereof and contains the sole and entire agreement between or among the Parties with respect to the matters covered hereby.

No modification, amendment, or waiver of any provision of this Trademark Assignment, nor consent to any departure by any Party therefrom, shall in any event be effective unless the same shall be in writing and signed by the Parties, and same shall be effective only in the specific instance and for the specific purpose for which given.

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By: GARY MCGOWAN

Signature *Gary McGowan*

Date 9/6/18

By: KWASI SAMPSON

Signature *Kwasi Sampson*

Date 9/6/18

By: THE CASH CANNON, LLC

Signature *Gary McGowan*

Printed Name Gary McGowan

Date 9/6/18

By: KWASMO ENTERPRISES, LLC

Signature *Kwasi Sampson*

Printed Name Kwasi Sampson

Date 9/6/18

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