

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tinnus Enterprises, LLC		10/29/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Creative Impact Inc.		
Street Address:	ROAD TOWN CENTRE		
Internal Address:	P.O. BOX 957		
City:	Road Town, TORTOLA		
State/Country:	VIRGINIA		
Postal Code:	VG1110		
Entity Type:	Corporation: VIRGIN ISLANDS, BRITISH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4709630	BUNCH O BALLOONS	
CORRESPONDENCE DATA			
Fax Number:	8552268791		
<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:	855-705-6414		
Email:	trademarks@dbllawyers.com		
Correspondent Name:	Alexander H. Buttermann, Thomas Dunlap		
Address Line 1:	Dunlap Bennett Ludwig, PLLC		
Address Line 2:	211 CHURCH STREET, SE		
Address Line 4:	LEESBURG, VIRGINIA 20175		
ATTORNEY DOCKET NUMBER:	48717		
DOMESTIC REPRESENTATIVE			
Name:	Thomas Dunlap		
Address Line 1:	Dunlap Bennett Ludwig PLLC		
Address Line 2:	211 Church St., SE		
Address Line 4:	Leesburg, VIRGINIA 20175		
NAME OF SUBMITTER:	Alexander H. Buttermann		

OP \$40.00 4709630

SIGNATURE:	/Alex Butterman/
DATE SIGNED:	11/01/2018
Total Attachments: 5 source=48717 Tinnus - Trademark assignment#page1.tif source=48717 Tinnus - Trademark assignment#page2.tif source=48717 Tinnus - Trademark assignment#page3.tif source=48717 Tinnus - Trademark assignment#page4.tif source=48717 Tinnus - Trademark assignment#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "Trademark Assignment"), dated October 29, 2018 (the "Execution Date"), is between Tinnus Enterprises LLC, a Texas company ("Seller"), and Creative Impact Inc., a British Virgin Islands company ("Buyer"). Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller is the sole and exclusive owner in the applicable jurisdiction of the Trademark set forth on Schedule A attached hereto and made part hereof (collectively, the "Trademark"); and

WHEREAS, in connection with that certain Trademark Purchase Agreement, dated the date hereof (the "Purchase Agreement"), between Seller and Buyer, Buyer wishes to acquire from Seller, and Seller wishes to sell, transfer, convey, assign and deliver to Buyer the Purchased Trademark, together with all common law rights therein and all goodwill of the business associated with and symbolized by the Purchased Trademark.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Trademark Assignment and of the representations, warranties, conditions, agreements and promises contained in the Purchase Agreement, this Trademark Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

2. Conveyance and Acceptance of Purchased Trademark. Effective as of the Execution Date, (a) Seller hereby forever and irrevocably, without reservation, sells, transfers, conveys, assigns and delivers to Buyer (and to Buyer's successors and assigns), all of Seller's right, title and interest in and to the Purchased Trademark, including all common law rights therein and all trademark registrations and registration applications for the Purchased Trademark, together with all proceeds, benefits, privileges, causes of action, and remedies relating to the Purchased Trademark, all rights to bring an action, whether at law or in equity, for past, present, or future infringement, dilution, misappropriation, misuse or other violation of the Purchased Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse, or other violation of the Purchased Trademark, and all goodwill of the business associated with and symbolized by the Purchased Trademark, and (b) Buyer hereby accepts such sale, transfer, conveyance, assignment and delivery.

3. Recordation. Seller hereby authorizes Buyer to record this Trademark Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant governmental offices or authorities. All costs and expenses associated with the recording of this Trademark Assignment shall be borne solely by Buyer.

4. Further Assurances. Seller agrees, at Buyer's expense, to take such further action and to execute and deliver such additional instruments and documents as Buyer may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment including signing all papers and documents, taking all lawful oaths and doing all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of trademarks or applications of Purchased Trademark.

5. Miscellaneous.

(a) Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Trademark Assignment to the substantive Law of another jurisdiction.

(b) Amendment. This Trademark Assignment may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by both Parties.

(c) Waiver. Any term or condition of this Trademark Assignment may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by any Party of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by said other Party whether of a similar nature or otherwise.


(d) Severability. If any provision of this Trademark Assignment is held to be illegal, invalid or unenforceable under any present or future Law, and if the rights or obligations of either Party under this Trademark Assignment will not be materially and adversely affected thereby, (i) such provision shall be fully severable; (ii) this Trademark Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Trademark Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Trademark Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties.

(e) Counterparts. This Trademark Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Trademark Assignment.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

TINNUS ENTERPRISES LLC

BY:  _____
Name: Josh Malone
Title: President

CREATIVE IMPACT INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have duly executed this Trademark Assignment, as of the date first above written.

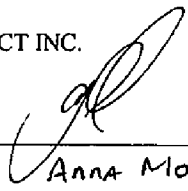
TINNUS ENTERPRISES LLC

BY: _____

Name:

Title:

CREATIVE IMPACT INC.

By:  _____

Name: Anna Mowbray

Title: COO

SCHEDULE A

PURCHASED TRADEMARKS

Registered Trademarks

<u>Description</u>	<u>Country</u>	<u>App No./ Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Class</u>
BUNCH O BALLOONS	USA	4709630	06/27/2014	03/24/2015	IC 028; US 22,23,38,50