

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
North South Partners, LLC		05/01/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Circle Graphics, Inc.		
Street Address:	120 Ninth Avenue		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80501		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87764792	WORLD ART GROUP CREATIVE FREEDOM	
CORRESPONDENCE DATA			
Fax Number:	3034021601		
<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:	3034021600		
Email:	docketing@bhgrlaw.com		
Correspondent Name:	David S. Kerr		
Address Line 1:	1712 Pearl street		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	David S. Kerr		
SIGNATURE:	/David S. Kerr/		
DATE SIGNED:	11/05/2018		
Total Attachments: 4			
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OP \$40.00 87764792

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

WHEREAS, North South Partners, LLC, a Virginia limited liability company (the “**Assignor**”), may have trademark rights in and to the mark identified on Schedule A and the goodwill associated therewith and symbolized thereby (the “**Mark**”);

WHEREAS, the Assignor desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the Mark to Circle Graphics, Inc., a Delaware corporation (the “**Assignee**”); and

WHEREAS, the Assignor and the Assignee are hereby effecting such assignment, transfer, conveyance and delivery of all right, title and interest throughout the world in and to the Mark and the goodwill associated therewith and symbolized thereby.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor has assigned, and hereby assigns, transfers, conveys and delivers, to the Assignee all right, title, and interest throughout the world in and to the Mark and the goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by the Assignee, its successors, and assigns.

2. The Assignor further assigns to the Assignee all right to sue for and receive all damages accruing from past, present and future infringements of the Mark.

3. This Trademark Assignment and Assumption Agreement (“**Trademark Assignment Agreement**”) shall be binding upon the Assignor, its successors and assigns.

4. This Trademark Assignment Agreement is given pursuant to that certain Asset Purchase Agreement by and among, inter alia, the Assignor and the Assignee entered into effective as of May 1, 2018 (the “**Agreement**”) and is subject to the terms thereof. In the event of a conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern. This Trademark Assignment Agreement shall not be construed to amend the terms of the Agreement nor limit, alter, impair, enlarge or enhance the representations, warranties, covenants or rights thereunder of the parties thereto. This Trademark Assignment Agreement is given solely for the purpose of separately evidencing the transactions contemplated by the Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Agreement from any of their respective covenants, obligations or duties under the Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Trademark Assignment Agreement except to the extent otherwise expressly provided in the Agreement.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed, as of the 1st day of May, 2018.

ASSIGNOR:

North South Partners, LLC

By: 

Name: Scott Elles

Title: President

ASSIGNEE:

Circle Graphics, Inc.

By: _____

Name: Andrew Cousin

Title: CEO

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed, as of the 1st day of May, 2018.

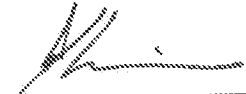
ASSIGNOR:

North South Partners, LLC

By: _____
Name: Scott Elles
Title: President

ASSIGNEE:

Circle Graphics, Inc.

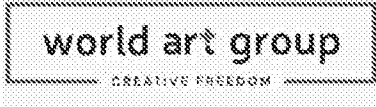
By:  _____
Name: Andrew Cousin
Title: CEO

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

MARK

U.S. Federal Trademark Application

MARK	OWNER	SERIAL NUMBER	FILING DATE
	North South Partners, LLC	87764792	January 22, 2018