

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jason Heath		10/17/2018	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stephen Ward		
<b>Street Address:</b>	424 East 57th Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87102468	UNSTABLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3036293450		
<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>			
<b>Phone:</b>	303-629-3400		
<b>Email:</b>	kleiner.pamela@dorsey.com		
<b>Correspondent Name:</b>	Jacob A. Holt, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	1400 Wewatta Street, Suite 400		
<b>Address Line 2:</b>	IP Docketing		
<b>Address Line 4:</b>	Denver, COLORADO 80202-5549		
<b>ATTORNEY DOCKET NUMBER:</b>	T279320.US.01		
<b>NAME OF SUBMITTER:</b>	Jacob A. Holt		
<b>SIGNATURE:</b>	/jah10267/		
<b>DATE SIGNED:</b>	11/20/2018		
<b>Total Attachments: 2</b>			
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EXHIBIT A – Form of Assignment

TRADEMARK ASSIGNMENT AGREEMENT

This trademark assignment agreement is effective October 17, 2018 between Jason Heath, an individual with an address at 730 23<sup>rd</sup> Street NW, Washington, D.C. (“Assignor”) and Stephen Ward, an individual with an address at 424 East 57th Street, New York, NY 10022 (“Assignee”).

Assignor is the owner of the trademark represented by the trademark application more fully described in Schedule A (the “Mark”).

Assignor and Assignee have executed a Purchase Agreement (“Purchase Agreement”) dated October 17, 2018, pursuant to which Assignor wishes to assign and Assignee wishes to receive all of Assignor’s right, title and interest in the Marks together with the portion of the business to which the Mark pertains and all goodwill associated with the Mark.

The parties therefore agree as follows:

For the consideration set forth in the Purchase Agreement, Assignor now assigns to Assignee all of Assignor’s right, title and interest in the Mark as it exists anywhere in the world and as may be created or acquired at any date in the future, along with any goodwill associated with the Mark, and together with the portion of the business to which the Mark pertains and symbolized by the Mark. This assignment includes without limitation all applications and registrations for the Mark, all priority rights or claims based on International Conventions, all rights to proceeds of the Mark, including income, royalties, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement of the Mark.


Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, that may be necessary and appropriate to effectuate the provisions of this agreement and establish Assignee’s rights in the Mark.

At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Mark.

Each party has signed this agreement effective on the date stated in the introductory clause.


JASON HEATH

By:  
Name:  
Date:

  
10/19/2018

STEPHEN WARD

By:  
Name:  
Date:

  
10/17/18

Schedule A

<b>Trademark:</b>	<b>Application No.:</b>	<b>Filing Date:</b>	<b>Country:</b>
UNSTABLE	87102468	Jul. 13, 2016	United States