

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endeavor Communications TN, LLC		07/10/2018	Corporation: DELAWARE LLC
RECEIVING PARTY DATA			
Name:	Holmes Ventures LLC		
Street Address:	21 Harbour Isle Drive W #106		
City:	Fort Pierce		
State/Country:	FLORIDA		
Postal Code:	34949		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86531947	MYPRINTRESOURCE	
Serial Number:	86531917	INKJET'S AGE	
Serial Number:	76541834	WIDE-FORMAT IMAGING	
Serial Number:	74175839	ADVANCED IMAGING	
Serial Number:	73775491	QUICK PRINTING	
Serial Number:	71700896	PRINTING NEWS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6125086212		
Email:	kkeane1069@aol.com		
Correspondent Name:	Kevin Keane		
Address Line 1:	14773 80th Place N		
Address Line 4:	Maple Grove, MINNESOTA 55311		
NAME OF SUBMITTER:	Kevin P Keane		
SIGNATURE:	/Kevin P Keane/		
DATE SIGNED:	11/26/2018		

OP \$165.00 86531947

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 10, 2018, is made by Endeavor Communications TN, LLC, a Delaware limited liability company (collectively, "Seller") in favor of Holmes Ventures, LLC, a Florida limited liability company ("Purchaser"), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Seller and Purchaser, dated as of July 10, 2018 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain Marks of Seller, and has agreed to execute and deliver this Trademark Assignment, which may be recorded with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, the Seller and Purchaser wish to confirm the assignment of the Assigned Marks in writing; and

WHEREAS, terms not otherwise defined herein have the meaning assigned to them in the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably and unconditionally conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following:

(a) trademarks, service marks, service names, brand names, trade dress, trade names, logos, corporate names and other source or business identifiers, together with all of the goodwill associated with any of the foregoing, and any registrations, applications for registration, renewals and extensions of any of the foregoing, including the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Marks;

(b) all rights of any kind whatsoever of Seller accruing under any of the Assigned Marks provided by applicable Law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Marks; and

(d) any and all claims and causes of action with respect to any of the Assigned Marks, whether accruing before, on, or after the date hereof, 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Purchaser with respect to the Assigned Marks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

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

SELLER:

Endeavor Communications TN, LLC

By: 

Name: Chris Ferrell

Title: President


ACKNOWLEDGMENT

STATE OF ILLINOIS

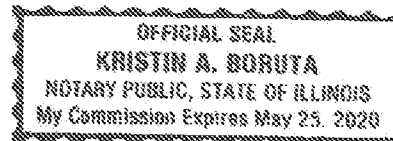
COUNTY OF COOK

)
)SS.
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On the 10th day of July, 2018, before me personally appeared Chris Ferrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Endeavor Communications TN, LLC the limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Endeavor Communications TN, LLC for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Kristin A. Boruta

My Commission Expires: 5-25-20



Signature Page to Trademark Assignment Agreement

AGREED TO AND ACCEPTED:

PURCHASER:

Holmes Ventures, LLC

By: Kelley Holmes
Name: Kelley Holmes
Title: Manager

ACKNOWLEDGMENT

STATE OF Florida)
)SS.
COUNTY OF St. Lucie)

On the 10th day of July, 2018, before me personally appeared Kelley Holmes, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the Manager of Holmes Ventures, LLC the limited liability company described, and acknowledged the instrument to be his/her free act and deed/the free act and deed of Holmes Ventures, LLC for the uses and purposes mentioned in the instrument.



KIMBERLY D. LUDWIG
MY COMMISSION # 018 989382
EXPIRES: April 20, 2021
Bonded Three Hundred Thirty Dollars

Kimberly D. Ludwig
Notary Public
Printed Name: _____

My Commission Expires: _____

SCHEDULE 1

Assigned Marks

Trademark Registrations

Mark	Jurisdiction	Registration Number	App. Serial No.
MYPRINTRESOURCE	U.S.	4790646	86531947
INKJET'S AGE	U.S.	4785951	86531917
WIDE-FORMAT IMAGING	U.S.	2915356	76541834
ADVANCED IMAGING	U.S.	1718024	74175839
QUICK PRINTING	U.S.	1569633	73775491
PRINTING NEWS	U.S.	633671	71700896