

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506537

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STG Brand Ambassador, Franchising, LLC		01/18/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	St. Gregory Development Group, LLC		
Street Address:	3825 Edwards Road		
Internal Address:	Suite 103		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45209		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88134723	STG BRAND AMBASSADOR	
CORRESPONDENCE DATA			
Fax Number:	5136985079		
<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:	5136985078		
Email:	mmarrero@ulmer.com		
Correspondent Name:	Michael A. Marrero		
Address Line 1:	600 Vine Street, Suite 2800		
Address Line 2:	Ulmer & Berne LLP		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Michael A. Marrero		
SIGNATURE:	/Michael A. Marrero/		
DATE SIGNED:	01/18/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is executed effective January 18, 2019, by STG Brand Ambassador Franchising, LLC an Ohio limited liability company with an address at 3825 Edwards Rd., Suite 103, Cincinnati, OH 45209 ("Assignor"), and St. Gregory Development Group, LLC an Ohio limited liability company with an address at 3825 Edwards Rd., Suite 103, Cincinnati, OH 45209 ("Assignee"), (Assignee and Assignor referred to collectively herein as the "Parties").

RECITALS

WHEREAS, Assignor, is the owner of the "STG BRAND AMBASSADOR" mark, used in interstate commerce in the U.S.A. in connection with the sale of various goods and services identified in Application Serial No. 88/134,723 which was filed with the U.S. Patent and Trademark Office on September 27, 2018 (hereinafter the "Trademark"); and

WHEREAS, Assignor has agreed to assign to Assignee its entire right, title and interest in and to the Trademark.

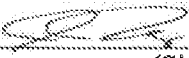

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor does hereby assign to Assignee all of its right, title and interest worldwide in and to the Trademark, together with the goodwill of the business symbolized by said Trademark and the right to sue for past, present and future infringements of the Trademark and the right to collect and own any monetary or other damages as a result thereof.
2. **Further Assurances.** Assignor covenants and agrees to execute and deliver, at Assignee's request, such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the transfers and assignments contemplated by this Agreement, at Assignee's expense. Assignor shall refrain from any further use of the Trademark or any other mark or designation confusingly similar to the Trademark. Assignor also represents and warrants:
 - a. that Assignor has the full power, right, and authority to enter into this assignment, and that no third-party's consent is required;
 - b. that Assignor is the sole owner of all right, title and interest in the filed Trademark, that that title is marketable, and that the title is free and clear of any encumbrance;
 - c. that the Trademarks is not currently the subject of any pending, or (to the best of the knowledge of Assignor) threatened, litigation;
 - d. that Assignor is not aware of any claim by any third party of any rights of any nature, or of infringement, with respect to the Trademark;
 - e. that the Trademark, filed as Serial Number 88/134,723 is valid and enforceable and is not limited by the rights of any third parties.
3. **No Third-Party Beneficiary.** None of the provisions in this Agreement shall be deemed to create any rights in any third party.

4. Successors and Assigns. This Agreement and the covenants and agreements herein set forth shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and their respective successors and assigns.
5. Headings and Recitals. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part thereof. The Recitals to this Agreement are an integral part of this instrument and are incorporated herein by reference.
6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and may be amended or modified only by an instrument in writing duly executed by the parties to this Agreement.
7. Waiver. No waiver by any party of any breach of or failure to comply with any provision of this Agreement by the other party shall be effective unless in writing, and no such waiver shall construed as or constitute a continuing waiver of such provisions, or a waiver of any other breach of, or a failure to comply with, any other provision of this Agreement.
8. Counterparts. This Agreement may be executed in two counterparts which together shall constitute a single instrument.

[The rest of the page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be duly executed and delivered on their behalf by their duly authorized officers as of the date first written above.

ASSIGNOR STG BRAND AMBASSADOR FRANCHISING, LLC An Ohio limited liability company	ASSIGNEE ST. GREGORY DEVELOPMENT GROUP, LLC An Ohio limited liability company
By:  (Signature)	By:  (Signature)
Name: <u>James Sawyer</u> (Printed name)	Name: <u>James Sawyer</u> (Printed name)
Its: <u>CEO</u> (Title)	Its: <u>CEO</u> (Title)