

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blended Bits LLC		11/19/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	ShootProof LLC		
Street Address:	600 Galleria Pkwy, Suite 1460		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87812069	FOCUS ON WHAT MATTERS MOST	
Registration Number:	4746764	SHOOTPROOF	
Registration Number:	4746769	SHOOTPROOF	
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>			
Email:	david@lilenfeld.com		
Correspondent Name:	David Lilenfeld		
Address Line 1:	3379 Peachtree Rd NE		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	Kennington Groff		
SIGNATURE:	/Kennington Groff/		
DATE SIGNED:	11/21/2018		
Total Attachments: 4			
source=ShootProof Trademark Assignment - Fully Executed#page1.tif			
source=ShootProof Trademark Assignment - Fully Executed#page2.tif			
source=ShootProof Trademark Assignment - Fully Executed#page3.tif			
source=ShootProof Trademark Assignment - Fully Executed#page4.tif			

OP \$90.00 87812069

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is from Blended Bits LLC, a limited liability company of the State of Georgia, having its principal office at 600 Galleria Parkway, Suite 1460, Atlanta, Georgia 30339 to ShootProof, LLC, a limited liability company of the State of Georgia, having its principal office at 600 Galleria Parkway, Suite 1460, Atlanta, Georgia 30339. Blended Bits, LLC is referred to herein as "Assignor" and ShootProof, LLC is hereinafter referred to as "Assignee". Assignor and Assignee are collectively referred to herein as the "Parties". The Effective Date of this Assignment is November 19, 2018.


WHEREAS, Assignor is the owner of rights in the federal trademark registrations for the following marks in connection with hosting an online website featuring a photo proofing service whereby photographers may upload, share, and sell their photos:

1. SHOOTPROOF, Word mark, U.S. Registration No. 4746764
2. SHOOTPROOF, Design mark, U.S. Registration No. 4746769;

WHEREAS, Assignor is also the owner of rights in the federal trademark application for the following mark in connection with clothing, namely, t-shirts (based on use in commerce); online retail store services featuring mugs, bracelets, insulated containers for beverage cans, magazines, booklets, and frames (based on intent to use in commerce); and charitable services, namely, organizing and developing projects to promote observation, introspection, self-awareness, personal empowerment, and changing one's attention (based on use in commerce):

1. FOCUS ON WHAT MATTERS MOST, Serial No. 87812069

WHEREAS, Assignor is also the owner of common law trademark rights in the following marks in connection with hosting an online website featuring a photo proofing service whereby photographers may upload, share and sell their photos:

1. SHOOTPROOF
2. 

WHEREAS, Assignor is also the owner of common law trademark rights in the following mark in connection with clothing, namely, t-shirts (based on use in commerce); online retail store services featuring mugs, bracelets, insulated containers for beverage cans, magazines, booklets, and frames (based on intent to use in commerce); and charitable services, namely, organizing and developing projects to promote observation, introspection, self-awareness, personal empowerment, and changing one's attention (based on use in commerce):

1. FOCUS ON WHAT MATTERS MOST, Serial No. 87812069

(Assignor's federal and common law trademarks are collectively referred to as "Trademarks");

WHEREAS, Assignee wishes to acquire the entire right, title, and interest in the Trademarks in perpetuity; and

WHEREAS, The Parties desire that the Assignor's rights to the Trademarks and any and all accompanying and underlying goodwill be assigned in full to Assignee.

NOW THEREFORE, in consideration of the mutual promises and covenants of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment: Assignor does hereby irrevocably assign to Assignee all right, title, and interest of whatever kind in the Trademarks and all underlying goodwill in the Trademarks. Assignor further covenants to execute all documents and take all other actions that may be necessary for vesting in Assignee the full right, title, and interest in the Trademarks and related goodwill.
2. Consideration: In consideration for the assignment set for in Paragraph 1, within ten (10) days of the Effective Date of this Assignment, Assignee shall pay Assignor the sum of \$1.00.
3. Trademark Registration Renewals: Assignee shall have the sole right and sole obligation to maintain and renew the Trademark Registrations.
4. Attorneys' fees: The Parties shall each bear their own costs and attorneys' fees incurred in connection with this Assignment, and each waives the right to make a claim against the other for such costs, attorneys' fees, or any other expenses associated with the Assignment.
5. Amendments in Writing: This Assignment shall not be amended, altered, revised, modified, terminated, or changed, except by further written agreement by the Parties.
6. Governing Law: This Assignment is governed by Georgia law and the validity and effect of this Assignment shall be governed by the substantive law of the state of Georgia, without reference to the principles of conflicts of law.
7. Jurisdiction: The Parties hereto hereby irrevocably submit to the exclusive jurisdiction of any federal or state court located within Fulton County, Georgia over any dispute arising out of or relating to this Assignment or any of the transactions contemplated hereby and each Party hereby irrevocably agrees that all claims in respect of such

dispute or any suit, action, or proceeding related thereto shall be heard and determined solely in such courts.

8. Authority: Each of the undersigned represents and warrants that he/she is fully authorized to enter into the terms and conditions of, and to execute, this Assignment on behalf of the associated Party, and that the Assignment is valid, binding, and enforceable against the Party on whose behalf he/she signed.
9. Severability: If any provision of this Assignment is held illegal, invalid, or unenforceable, all other provisions of the Assignment shall remain in full force and effect.
10. Binding Effect: This Assignment shall be binding and inure to the benefit of the successors and assigns of the Parties.
11. Entire Agreement: This Assignment embodies the entire agreement of the Parties with respect to the subject matter involved. All previous communications and/or agreements, whether written or oral, between the Parties are superseded unless expressly incorporated or made a part hereof.
12. Counterparts: This Assignment may be executed in one or more counterparts each of which shall be deemed one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto execute this Assignment, as of the Effective Date.

BLENDED BITS, LLC



Signature

Colin Breece

Name (print)

Co-Founder

Title

11/20/2018

Date

SHOOTPROOF, LLC



Signature

Robert Swarthout

Name (print)

Co-Founder

Title

11/20/2018

Date

Signature Page to Trademark Assignment