

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beach Marketing, LLC		07/02/2018	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Great American Opportunities, Inc.		
Street Address:	2451 Atrium Way		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3868657	CITY SAVER	
CORRESPONDENCE DATA			
Fax Number:	6158008918		
<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:	615-800-8919		
Email:	amy@everhartlawfirm.com		
Correspondent Name:	Amy J. Everhart		
Address Line 1:	202 Fifth Avenue South		
Address Line 4:	Franklin, TENNESSEE 37064		
NAME OF SUBMITTER:	Amy J. Everhart		
SIGNATURE:	/Amy J. Everhart/		
DATE SIGNED:	01/03/2019		
Total Attachments: 3			
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OP \$40.00 3868657

ASSIGNMENT

THIS ASSIGNMENT, effective as of July 2, 2018, is by and between Beach Marketing, LLC, a Tennessee limited liability company with a physical office located at 783 Old Hickory Blvd, Suite 100, Brentwood, Tennessee 37027, and with an address for all notices at 2115 Chickering Lane, Nashville, Tennessee 37215 ("Assignor"), and Great American Opportunities, Inc., a Tennessee corporation with principal offices at 2451 Atrium Way, Nashville, Tennessee 37214 ("Assignee");

WHEREAS, Assignor is the owner of certain valuable assets including an inventory of books, publishing agreements, production files, intellectual property and benefits from the goodwill derived therefrom, as described in that certain Asset Purchase Agreement by and between Assignor and Assignee, dated and made effective as of December 7, 2017 (the "Agreement"); and

WHEREAS, Assignee has purchased and acquired the Assets in accordance with the Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration given to Assignor by Assignee, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.
2. Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title, and interest in and to the Assets listed in Exhibit "A" made a part hereof, together with all goodwill related thereto and derived therefrom; together with the income, royalties, damages, claims, and payments hereafter due or payable with respect to the Assets, and in and to all causes of action, either in law or in equity, for past, present, or future misappropriation and/or infringement based on any of the Assets, and in and to all rights corresponding to the foregoing throughout the world.
3. This Assignment is subject to all the terms and conditions of the Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.
4. With respect to the contracts intended to be assigned pursuant to the Agreement (which are identified on Exhibit "A" of the Agreement), Assignee does hereby assume all of the terms, covenants, conditions, obligations and liabilities that Assignor is required to perform pursuant to such contracts, with the same effect as if each such agreement had been made with and executed by Assignee in the first instance. Unless assignment of a subject contract is expressly permitted without consent, this Assignment shall become effective as to such contracts requiring consent from the other parties thereto for the assignment of same only if and when the party to the subject contract (other than the Assignor) consents in writing to this Assignment of the subject contract and pursuant to Assignor's compliance with such party's requirements for assignment.
5. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.
6. This Assignment is solely for the benefit of the Parties hereto and no provision of this Assignment shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Assignment.

7. From time to time after the date hereof, Assignor, at its own expense, agrees to execute, acknowledge and deliver such further instruments of transfer and conveyance, and shall take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request, or as may be necessary to confirm title in the Assets in the name of Assignee or such other documents associated with the transfer of the Assets to Assignee. Further, each Party hereto will cooperate with the other and execute and deliver to the other Party hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Assignment.

ASSIGNOR:

BEACH MARKETING, LLC

By: Tom Beach
Name: Tom Beach
Title: CEO / Owner

ASSIGNEE:

GREAT AMERICAN OPPORTUNITIES, INC.

By: Kevin Hawley
Name: Kevin Hawley
Title: 12-07-17

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Subscribed and sworn to before me on this 7th day of December, 2017.

Jean Embry
Notary Public

My Commission Expires: January 8, 2019

**STATE OF TENNESSEE
COUNTY OF DAVIDSON**

Subscribed and sworn to before me on this 7th day of December, 2017.

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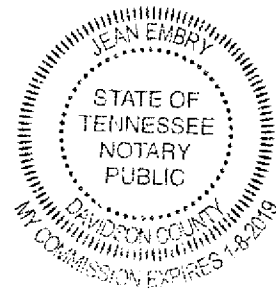
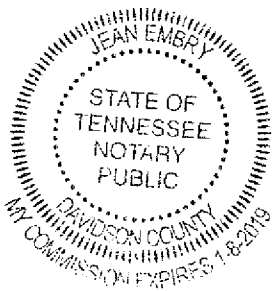


EXHIBIT "A"

ASSETS

[to be detailed by the parties prior to Closing Date]

CATEGORY

SPECIFIED

Seller's Rep agreements

Transferred Books and Records

Client Lists and related data

Merchants' Lists and related data

Seller's domain name(s)

Seller's website(s)

Seller's trademark(s)

Other intellectual property
of Seller

Assumed Orders and Commitments

Purchased Inventory