

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Humphus Holdings, LLC		01/02/2019	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Legacy 33, Inc.		
Street Address:	112 North Curry Street		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89703		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88230670	COLE'S CLASSROOM	
CORRESPONDENCE DATA			
Fax Number:	858-622-04		
<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:	858-622-7878		
Email:	kim@teeplehall.com		
Correspondent Name:	Todd Hall		
Address Line 1:	9255 Towne Centre Drive, Suite 500		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	TODD HALL		
SIGNATURE:	/TODD HALL/		
DATE SIGNED:	03/26/2019		
Total Attachments: 5			
source=HumphusHoldings,LLC.IPAssignment.Legacy33.02Jan2019#page1.tif			
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OP \$40.00 88230670

INTELLECTUAL AND INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL AND INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT (the "Assignment Agreement") is made and entered into January 2, 2019, between HUMPHUS HOLDINGS, LLC dba Cole's Classroom, a California limited liability company which has elected to be treated as a corporation for U.S. federal income tax purposes ("Assignor"), and LEGACY 33, INC., a Nevada corporation ("Assignee").

RECITALS

WHEREAS, pursuant to that certain Asset Assignment, Assumption and Contribution Agreement dated as of January 2, 2019, by and between Assignor and Assignee for the limited purpose identified therein (the "Contribution Agreement"), Assignor has agreed to contribute, transfer, grant, assign and otherwise convey to Assignee all of Assignor's right, title and interest in and to the entirety of the assets that comprise Cole's Classroom, including but not limited to all trademarks, fictitious business names ("FBNs"), tangible property, intangible property, goodwill and any other assets necessary to run Cole's Classroom (collectively, the "Cole's Classroom Assets"), and Assignee has agreed to accept all of Assignor's right, title and interest in and to the Cole's Classroom Assets.

WHEREAS, the consummation of the transactions contemplated by the Contribution Agreement provided for the assignment of various assets to the Assignee, including all of Assignor's right, title and interest in and to all of Assignor's intellectual and intangible property assets as further evidenced by the execution and delivery of this Assignment Agreement by Assignor and Assignee.

NOW, THEREFORE, in consideration of the respective undertakings and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows.

1. **Assignment.** In accordance with and subject to the Contribution Agreement, Assignor does hereby specifically contribute, transfer, grant, assign and otherwise convey to Assignee all right, title and interest of Assignor in and to Assignor's Intellectual and Intangible Property as set forth and defined on Schedules "A" and "B" attached hereto.

2. **Waiver of Claims.** Assignor does hereby waive, renounce and relinquish any and all claims of ownership, right, title and interest in and to Assignor's Intellectual and Intangible Property, and does hereby agree that no rights in or to any of Assignor's Intellectual or Intangible Property shall be retained by Assignor.

3. **Further Assurances.** Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably requested by Assignee to effect the terms of this Agreement and its recordation in relevant state and national trademark offices, including, but not limited to, completing the formal

Intellectual and Intangible Property Assignment Agreement

Assignor: Humphus Holdings, LLC

Assignee: Legacy 33, Inc.

Dated: January 2, 2019

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transfer of any and all domain names to Assignee. Assignor also hereby irrevocably appoints Assignee as its attorney-in-fact coupled with an interest to act in Assignor's name, place and stead to execute, deliver and record any documents or instruments of assignment or otherwise required.

4. **Binding Effect.** This Assignment Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** The Parties to this Agreement agree that all questions respecting the negotiation, execution, construction, interpretation, performance or enforcement of this Agreement, or the rights, obligations and liabilities of the Parties and signatories hereto, shall be determined in accordance with the applicable provisions of the laws of State of California.

6. **Counterparts.** This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. The reproduction of signatures by means of a telecopying device or PDF and submitted by electronic mail shall be treated as though such reproductions are executed originals.

IN WITNESS, WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first written above.

ASSIGNEE:

LEGACY 33, INC.
a Nevada corporation

By: Cole J. Humphus
Name: Cole J. Humphus
Title: President

By: Cole J. Humphus
Name: Cole J. Humphus
Title: Secretary

ASSIGNOR:

HUMPHUS HOLDINGS, LLC
a California limited liability company

By: Cole J. Humphus
Name: Cole J. Humphus
Title: Sole Member [100% Shareholder for U.S. federal income tax purposes]

SCHEDULE "A"
INTELLECTUAL AND INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

- I. All Assignor's Copyrights, Intellectual Property Assets, Intangible Property, Patents, IT Systems, Intellectual Property, Software, Trademarks, and Trade Secrets including but not limited to the following:
- i. Domains Names
 - 1. www.colesclassroom.com
 - ii. Trademarks
 - 1. "COLE'S CLASSROOM"
 - a. Serial Number 88230670
 - iii. Goodwill
 - 1. All goodwill of Cole's Classroom.
 - iv. Social Media Handles
 - 1. Instagram: @colesclassroom
 - 2. Facebook: @colesclassroom
 - 3. Youtube: @colesclassroom
 - 4. Pinterest: @colesclassroom
 - v. Copyrights
 - 1. "focused on making you a better photographer"
 - vi. Visual Marks



SCHEDULE "B"
INTELLECTUAL AND INTANGIBLE PROPERTY ASSIGNMENT AGREEMENT

DEFINED TERMS

"Copyrights" shall mean original works of authorship of Cole's Classroom and whether or not such original works have been granted protection by registration with the U.S. Copyright Office or by common law.

"Intangible Property" shall mean (a) all governmental authorizations utilized or held for use by Assignor in connection with Cole's Classroom and all pending applications therefor or renewals thereof, in each case to the extent transferable to Assignee; (b) Assignor's customer and vendor lists, files and sales and marketing data and Software related to Cole's Classroom; and (c) all goodwill of Cole's Classroom, telephone, telecopy, and e-mail addresses, URL and domain names and listings, Intellectual Property Assets and other intangible assets of Assignor used or held for use by Cole's Classroom.

"Intellectual Property Assets" shall mean any or all of the following throughout the world: (i) all Patents; (ii) all Trade Secrets; (iii) all Copyrights; and (iv) all Trademarks (including all goodwill related thereto).

"Patents" shall mean all inventions (whether patentable or not), invention disclosures and improvements, patents and applications therefore and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof.

"IT Systems" means any information technology or computer systems (including all Software, hardware, equipment, databases, and telecommunications infrastructure) used for the transmission, storage, maintenance, organization, presentation, generation, processing or analysis of electronic or other data and information and functions, in each case, that are used in or necessary for the conduct of the Business.

"Intellectual Property" means all Intellectual Property Assets (including any registered or unregistered Intellectual Property Assets) owned by Assignors but excludes any and all Open Source Software and any and all Intellectual Property Assets otherwise licensed from a third party.

"Software" shall mean all computer software and subsequent versions thereof, source codes, object, executable or binary codes, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

"Trademarks" shall mean all trademark registrations (including "Cole's Classroom" (USPTO Serial No. 88230670)) and service mark registrations, trademark and service mark applications, trade names, common law trademarks and service marks, and logos.

"Trade Secrets" shall mean all information that: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by, other Persons who can obtain economic value from its disclosure or use; (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and (iii) includes but is not limited to, technical or nontechnical data, formulas, patterns, programs, devices, and technology, deemed a trade secret under applicable Legal Requirements.

Intellectual and Intangible Property Assignment Agreement
Assignor: Humphus Holdings, LLC
Assignee: Legacy 33, Inc.
Dated: January 2, 2019
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