

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM526027

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heath B. Armstrong		05/10/2019	INDIVIDUAL:
Jason D. Berwick		05/10/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Rage Create, LLC		
Street Address:	1541 SW Prosperity Way		
City:	Palm City		
State/Country:	FLORIDA		
Postal Code:	34990		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88134909	RAGE CREATE	
CORRESPONDENCE DATA			
Fax Number:	2162412824		
<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:	2166210150		
Email:	dkonnerth@hahnlaw.com		
Correspondent Name:	Hahn Loeser & Parks LLP		
Address Line 1:	200 Public Square, Suite 2800		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Christopher R. Butler		
SIGNATURE:	/Christopher R. Butler/		
DATE SIGNED:	06/03/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), effective as of May 10, 2019 (the "Effective Date"), is entered into by and between Heath B. Armstrong, an individual with an address in Knoxville, Tennessee ("Armstrong"), Jason D. Berwick, an individual with an address in Palm City, Florida ("Berwick") (collectively, the "Assignors"), and Rage Create, LLC, a Florida limited liability company (the "Assignee") (collectively, the "Parties").

WHEREAS, Assignors are co-owners of the trademark listed on Schedule A attached hereto (the "Trademark") including any state or common law rights in the Trademark.

WHEREAS, Assignors filed the U.S. Federal Trademark Application for the Trademark on September 27, 2018, which was subsequently accorded U.S. Serial Number 88/134,909 by the United States Patent and Trademark Office;

WHEREAS, Assignors filed documentation to affect the creation of Assignee on January 23, 2019, and Assignee became effective on February 1, 2019;

WHEREAS, Assignors desire to convey, transfer, and assign to Assignee all of Assignors' right, title, and interest in and to the Trademark together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with any state or common law rights in the Trademark including any claims, demands, and rights of action, both statutory and based upon common law, that Assignors have or might have the right to assert against any third party by reason of any infringement of the Trademark, prior to and/or on the date of this Agreement; and

WHEREAS, Assignee desires to acquire the entire right, title, and interest in the Trademark.

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

1. Trademark Assignment

- 1.1 Assignors hereby convey, transfer, and assign to Assignee all right, title, and interest in and to the Trademark, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, along with any state or common law rights in the Trademark including any claims, demands, and rights of action, both statutory and based upon common law, that Assignors have or might have the right to assert against any third party by reason of any infringement of the Trademark, prior to and/or on the date of this Agreement.
- 1.2 Assignors retain no right, title, or interest in the Trademark or the goodwill associated with the Trademark.

2. Representations and Warranties

- 2.1 Each Party hereby represents and warrants to the other that it has the power and authority to execute and deliver this Assignment and to carry out its provisions.

3. Enforceability

- 3.1 If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. Modification, Amendment, Supplement, or Waiver

- 4.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and signed by a duly authorized representatives of each Party against whom enforcement of any modification, amendment, supplement or waiver is sought.
- 4.2 A waiver by either Party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

5. Successors and Assigns

- 5.1 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Compliance, Breach, and Cure

- 6.1 If either Party believes that the other Party is not in compliance with its obligations under this Agreement, the complaining Party shall send the other Party written notice of the complaint as provide for in Paragraph 4, above. As long as the receiving Party cures the complained-of violation within thirty (30) days of receiving the complaint, the complaining Party will not take any further enforcement action regarding the complaint, and the receiving Party will not be deemed in breach of this Agreement.

7. Entire Agreement

7.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, and there are no representations, warranties, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth or referenced in this Agreement.

8. Counterparts

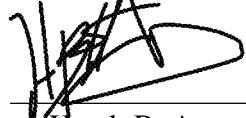
8.1 This Agreement may be executed in counterparts, including a facsimile or electronic signature page (PDF), each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the day and year first above written.

[The remainder of this page is intentionally left blank.]

ASSIGNORS:

Heath B. Armstrong

By: 
Name: Heath B. Armstrong

Jason D. Berwick

By: 
Name: Jason D. Berwick

ASSIGNEE:

Rage Create, LLC

By: 
Name: Heath B. Armstrong
Title: Co-Founder

SCHEDULE A

TRADEMARK

Trademark	Owner(s)	US Ser. No.	Filing Date
RAGE CREATE	Heath B. Armstrong and Jason D. Berwick	88/134,909	September 27, 2018