

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538810

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C.M. Architecture, P.A.		08/23/2019	Professional Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Corestates, Inc.		
Street Address:	3039 Premiere Parkway, Suite 700		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30097		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3546809	CMA	
CORRESPONDENCE DATA			
Fax Number:	7709840098		
<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:	770-984-2300		
Email:	trademark@gardnergroff.com		
Correspondent Name:	John W. Greenwald		
Address Line 1:	2018 Powers Ferry Rd, Suite 800		
Address Line 4:	Atlanta, GEORGIA 30339		
ATTORNEY DOCKET NUMBER:	5C15.9-020		
NAME OF SUBMITTER:	Lauren W. Brenner		
SIGNATURE:	/Lauren W. Brenner/		
DATE SIGNED:	08/29/2019		
Total Attachments: 7			
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Intellectual Property Assignment Agreement

This Intellectual Property Assignment Agreement (“Assignment”) is made and entered into on August 23, 2019 (“Effective Date”), by and between C.M. Architecture, P.A. (“Assignor”) and CoreStates Inc. (“Assignee”).

Recitals

- A. The Assignor is the sole and rightful owner of certain intellectual property and the corresponding registrations (collectively “IP”) as set forth in Exhibit A attached hereto;
- B. Pursuant to the Asset Purchase Agreement by and among Assignor, Assignee, Patrick Bles and Bruce Carlson dated August 9, 2019 (the “Purchase Agreement”), Assignor desires to contribute, convey, assign, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor’s right, title and interest in, to and under the IP, together with the goodwill of the Business connected with and symbolized by the IP;
- C. The Assignor and Assignee are both duly authorized and capable of entering into this Assignment; and
- D. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

Now therefore, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements, and other good and valuable consideration, contained herein and in the contained herein and in the Purchase Agreement, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Assignment.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the IP in the United States and all jurisdictions outside the United States, including, without limitation, the ongoing and existing portion of Assignor’s business associated with the IP, together with the goodwill of the business connected with and symbolized by the IP (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the IP, the right to apply for registrations within or outside the United States based in whole or in part upon the IP, and any priority right that may arise from the IP), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to, upon the request and at the expense of the Assignee: (a) cooperate with the Assignee in protection of the IP rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee may lawfully and reasonably request to obtain or maintain the IP and any and all applications and registrations for the IP.

2. Appointment.

Assignor hereby appoints Assignee as its attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, solely to take any action and to create any instrument that may be necessary or desirable to register, effectuate, validate, record, maintain, perfect, enforce or defend this Assignment and Assignee's rights in the IP.

3. Warranty.

Assignor warrants that Assignor is the legal owner of all right, title and interest in and to the IP, and that the IP have not been previously pledged, assigned, or encumbered and that this Assignment does not, to Assignor's knowledge, infringe on the rights of any person.

4. Governing Law.

This Assignment is governed by, and shall be construed in accordance with, the laws of the State of New York. Any action arising hereunder shall be venued in a court of competent jurisdiction within the State of New York.

5. Entire Agreement.

Except as set forth in the Purchase Agreement, this Assignment constitutes the sole agreement of the parties hereto and supersedes all other oral negotiations and prior writings with respect to the subject matter hereof.

6. Severability.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree that the remainder of the Assignment shall remain in full force and effect so as to accomplish the purpose hereof.

7. Advice of Counsel.

Each party hereto acknowledges that in executing this Assignment such party has had the opportunity to seek the advice of independent legal counsel, and has read and understands all of the terms herein. This Assignment will not be construed against any party by reason of the drafting or preparation hereof.

8. Counterparts.

This Assignment may be executed and delivered in multiple counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement. A facsimile or “Portable Document Format” copy of a signature shall have the same force and effect as an original signature.

[Signature Page to Follow]

In witness hereof, the Assignor and Assignee have executed this Assignment as of the date stated above.

Assignor

Assignee

C.M. Architecture, P.A.

CoreStates Inc.

Patrick Blee

Its:


By: DAVID DUGAN

Its: President

[Signature Page to the Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 006732 FRAME: 0942

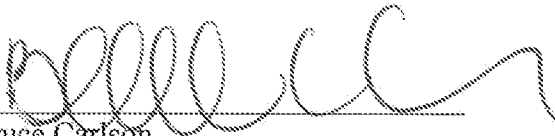
In witness hereof, the Assignor and Assignee have executed this Assignment as of the date stated above.

Assignor

Assignee

C.M. Architecture, P.A.

CoreStates Inc.



Bruce Carlson
Its: President / CEO

By: _____
Its: _____

EXHIBIT A

Registered Trademark:

Word Mark: CMA
 Trademark Serial Number: 77473342
 Registration No.: 3546809

Internet Names:

Primary domain name / web address: www.cmarch.com

Additional domain names / web addresses:

Domain Name	Accession No.	Priority To	Registration	Personal Info.	Expiration Protection	Auto Renewal	Action
cmarchitecture.com	31856708	WEB FORWARDING	October 12, 2021	Public	Unprotected	On	
cmarchitecture.com	31856708	WEB FORWARDING	October 29, 2019	Public	Unprotected	On	
cmarch.com	31856708	WEB FORWARDING	October 29, 2019	Public	Unprotected	On	
cmarch.net	31856708	WEB FORWARDING	April 03, 2020	Private	Unprotected	On	
cmarchinc.com	31856708	WEB FORWARDING	October 29, 2019	Public	Unprotected	On	
cmarch.com	31856708	ADNS SERVICE	February 02, 2022	Public	Unprotected	On	
cmarching	31856708	WEB FORWARDING	August 15, 2024	Public	Unprotected	On	
cmarchitecture.com	31856708	WEB FORWARDING	September 18, 2020	Public	Unprotected	On	
cmarchitecture.info	31856708	WEB FORWARDING	April 08, 2021	Private	Protected	On	
cmarchitecture.net	31856708	WEB FORWARDING	October 09, 2020	Public	Unprotected	On	
cmarchitecture.org	31856708	WEB FORWARDING	October 09, 2020	Public	Unprotected	On	
cmarch.com	31856708	ADNS SERVICE	August 15, 2022	Public	Unprotected	On	
cgbarthitecture.com	31856708	WEB FORWARDING	October 12, 2021	Public	Unprotected	On	

Intellectual Property:

Design Copyright.

- Assignor assigns all rights related to any license for the use of the design for its works to the extent such license was granted because a customer of Assignor either (i) required a grant of copyrights to such customer, or (ii) designated Assignor's work as "made for hire", and otherwise assigns ownership rights or a license in its own standard details and specifications. Assignor assigns all copyrights in its full archive of work that it holds. In the event Assignor utilizes a consultant and retains its copyright, Assignor reserves a license in the design documentation from its consultant in a form sufficient to allow Assignor to convey the right to use the documents to the customer and the right to incorporate into or append the consultant's work to its own for use in connection with the project in question and those rights are also hereby assigned.