

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540483

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900512910 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------|----------|----------------|--------------|
| RightPath Resources, Inc. | | 06/28/2019 | Corporation: |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------------|
| Name: | Green Apple Holdings, LLC |
| Street Address: | 5400 Laurel Springs Pkwy, Suite 1301 |
| City: | Suwanee |
| State/Country: | GEORGIA |
| Postal Code: | 30024 |
| Entity Type: | Limited Liability Company: GEORGIA |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------|
| Registration Number: | 2451307 | RIGHTPATH RESOURCES |
| Registration Number: | 4519580 | FQ |
| Registration Number: | 4516735 | FQ |
| Registration Number: | 4290517 | RIGHTPATH LQ |
| Registration Number: | 4290516 | RIGHTPATHING |
| Registration Number: | 5743311 | RIGHTPATH |
| Registration Number: | 5673360 | RIGHTPATH |
| Registration Number: | 5689127 | RIGHTPATH |
| Registration Number: | 5689126 | RIGHTPATH |

CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 2146634791
Email: russriddle@verizon.net
Correspondent Name: C. Russell Riddle
Address Line 1: 517 Angle Ridge Drive
Address Line 4: Murphy, TEXAS 75094

| | |
|--|---------------------|
| NAME OF SUBMITTER: | C. RUSSELL RIDDLE |
| SIGNATURE: | /C. Russell Riddle/ |
| DATE SIGNED: | 09/12/2019 |
| Total Attachments: 9 source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page1.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page2.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page3.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page4.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page5.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page6.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page7.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page8.tif source=RIGHTPATH Intellectual Property Assignment - Green Apple Holdings #page9.tif | |

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of June 28, 2019, is made by RightPath Resources, Inc., a Georgia corporation ("**Seller**"), Jerry Mabe, an individual resident of the State of Georgia ("**Jerry**"), and Penny Mabe, an individual resident of the State of Georgia ("**Penny**") (Jerry and Penny each a "**Shareholder**" and collectively the "**Shareholders**"), in favor of Green Apple Holdings, LLC, a Georgia limited liability company ("**Buyer**"), the purchaser of certain assets of Seller and Shareholders pursuant to an Asset Purchase Agreement by and among Buyer, Seller, and Shareholders dated as of even date herewith (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller and Shareholders have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller and Shareholders, and has agreed to execute and deliver this IP Assignment, for recording with the proper entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Shareholders hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Seller's and Shareholders' right, title, and interest in and to the following (the "**Assigned IP**"):

(a) the patents and patent applications, if any, set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) the trademark registrations and applications, if any, set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations, applications for registration, and exclusive copyright licenses, if any, set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the "**Copyrights**");

(d) all rights of any kind whatsoever of Seller and/or Shareholders accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller and Shareholders hereby authorize the proper officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment. Following the date hereof, upon Buyer's reasonable request, Seller and Shareholders shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors,

assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Shareholders have executed and delivered this IP Assignment as of the date first above written.

RIGHTPATH RESOURCES, INC.

By: *Jerry Mabe*
Name: Jerry Mabe
Title: PRESIDENT

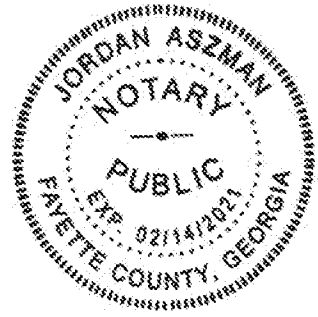
ACKNOWLEDGMENT

STATE OF GEORGIA)
)SS.
COUNTY OF FULTON)

On the 28TH day of June, 2019, before me personally appeared Jerry Mabe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the PRESIDENT of Seller, and acknowledged the instrument to be the free act and deed of Seller for the uses and purposes mentioned in the instrument.

Jordan Aszman
Notary Public
Printed Name: Jordan Aszman

My Commission Expires: 2/14/2021




Jerry Mabe

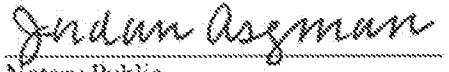
ACKNOWLEDGMENT

STATE OF GEORGIA

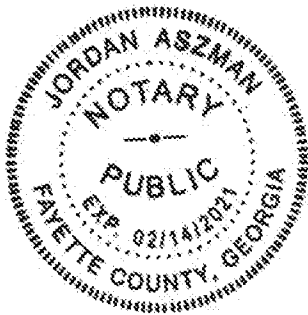
)
)SS.
)

COUNTY OF FULTON

On the 28th day of June, 2019, before me personally appeared Jerry Mabe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his name, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.


Notary Public
Printed Name: Jordan Aszman

My Commission Expires: 2/14/2021



Penny Mabe
Penny Mabe

ACKNOWLEDGMENT

STATE OF GEORGIA

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)SS.

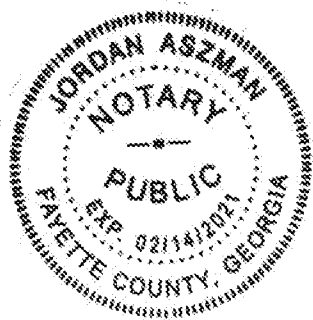
COUNTY OF FULTON

)

On the 28TH day of June, 2019, before me personally appeared Penny Mabe, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that she executed the same in her name, and acknowledged the instrument to be her free act and deed for the uses and purposes mentioned in the instrument.

Jordan Aszman
Notary Public
Printed Name: *Jordan Aszman*

My Commission Expires: 2/14/2021



GREEN APPLE HOLDINGS, LLC

By: *Chris Fuller*
Name: Chris Fuller
Title: President

ACKNOWLEDGMENT

STATE OF GEORGIA)
)SS.
COUNTY OF FULTON)

On the 27th day of June, 2019, before me personally appeared Chris Fuller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Buyer, and acknowledged the instrument to be the free act and deed of Buyer for the uses and purposes mentioned in the instrument.

Jordan Aszman
Notary Public
Printed Name: *Jordan Aszman*

My Commission Expires: 2/14/2021



SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Patents

None.

Patent Applications

None.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark Registrations

| Mark | Registration Number | Registration Date |
|------------------------|----------------------------|--------------------------|
| RIGHTPATH RESOURCES | 2,451,307 | May 15, 2001 |
| FQ | 4519580 | April 29, 2014 |
| FQ | 4516735 | April 22, 2014 |
| RIGHTPATH LQ | 4,290,517 | February 19, 2013 |
| RIGHTPATHING | 4,290,516 | February 19, 2013 |
| RIGHTPATH | 2,564,554 | April 23, 2002 |
| RIGHTPATH | 5743311 | May 7, 2019 |
| RIGHTPATH | 5673360 | Feb 12, 2019 |
| RIGHTPATH | 5689127 | March 5, 2019 |
| RIGHTPATH | 5689126 | March 5, 2019 |

Trademark Applications

None.

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

Copyright Registrations

None.

Copyright Applications

None.