

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544423

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Preston Arsement		09/30/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TBNR, LLC		
<b>Street Address:</b>	100 Main Street		
<b>Internal Address:</b>	c/o Brackett & Ellis, PC		
<b>City:</b>	FORT WORTH		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5614271	TBNRFRAGS	
<b>Registration Number:</b>	5174934	PRESTONPLAYZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	amccall@belaw.com		
<b>Correspondent Name:</b>	Angélique McCall		
<b>Address Line 1:</b>	100 Main Street		
<b>Address Line 4:</b>	FORT WORTH, TEXAS 76102		
<b>NAME OF SUBMITTER:</b>	Angélique M. McCall		
<b>SIGNATURE:</b>	/Angélique M. McCall/		
<b>DATE SIGNED:</b>	10/09/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of 30<sup>th</sup> day of September, 2019, by and between Preston Arsement ("Assignor") and TBNR, LLC. ("Assignee").

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in those certain trademarks described in the attached Exhibit "A" (the "Trademarks"); and

WHEREAS, Assignor desires to transfer and assign all rights in the Trademarks to Assignee, and Assignee desires to obtain all such rights in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Conveyance of Rights.

Assignor transfers and assigns to Assignee all of Assignor's right, title and interest in and to both the tangible and intangible property and rights constituting the Trademarks, including without limitation, all rights under the trademark laws of the United States together with all accrued goodwill of the business in connection with which the Trademarks are used or that part of the goodwill of the business connected to the use of and symbolized by the Trademarks. Assignor also transfers and assigns any right to sue for past infringement.

2. Representations and Warranties.

A. Assignor represents and warrants that Assignor is the sole and exclusive owner of all right, title and interest in the Trademarks, and that Assignor has full power and authority to enter into this Agreement.

B. Assignor represents and warrants that Assignee shall receive, pursuant to this Agreement, complete and exclusive right, title and interest in and to all tangible and intangible property rights existing in the Trademarks, including any goodwill accruing to the Trademarks.

3. Consideration

Within fifteen (15) days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

4. Miscellaneous Provisions.

A. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective heirs, successors and assigns, as permitted.

B. If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

C. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

D. If any term of this Agreement is found to be unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

E. This Agreement shall be construed in accordance with the laws of the State of Texas, and the parties consent to exclusive jurisdiction and venue in the state district courts sitting in Dallas County, Texas.

F. This Agreement may be executed in multiple counter parts each of which is an original, but all of which together comprise one Agreement.

EXECUTED as of the date above first written.

ASSIGNOR

Preston Arsement, an Individual

By:   
Preston Arsement

ASSIGNEE

TBNR, LLC., a Limited Liability Company

By:   
Preston Arsement, President

**EXHIBIT "A"**  
**TRADEMARKS**

TBNRfrags—U.S. Registration No. 5,614,271

PrestonPlayz—U.S. Registration No. 5,174,934