

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547329

<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>
Nevada Benefits Foundation		10/28/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Philip J. Randazzo		
<b>Street Address:</b>	9505 Hillwood Drive #100		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89134		
<b>Entity Type:</b>	INDIVIDUAL: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87960383	AMERICAN DREAM U	
<b>Serial Number:</b>	87953092	AMERICAN DREAM UNIVERSITY	
<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>Phone:</b>	7024851200		
<b>Email:</b>	gina@bongiovilaw.com		
<b>Correspondent Name:</b>	Gina Bongiovi		
<b>Address Line 1:</b>	2620 Regatta Dr. Ste 102		
<b>Address Line 4:</b>	Las Vegas, NEVADA 89128		
<b>NAME OF SUBMITTER:</b>	Gina Bongiovi		
<b>SIGNATURE:</b>	/Gina Bongiovi/		
<b>DATE SIGNED:</b>	10/30/2019		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF RIGHTS

This agreement is between Nevada Benefits Foundation, a Nevada nonprofit corporation (“Assignor”); and Philip J. Randazzo, a Nevada resident (“Assignee”); (jointly, “the Parties”).

1. **Recitals.** Assignor is a Nevada nonprofit corporation whose purpose is to assist veterans in transitioning out of the military. The Assignor has the right to assign the entire right, title, and interest in the Trademark, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademark, and desires to do so in exchange for consideration, and Assignee desires to acquire the entire right, title, and interest in the Trademark and associated goodwill so as to use the Trademark to advertise and sell its pool products and continue the business of Assignor.
2. **The Trademark.** The “Trademark” means U.S. Trademark Serial No. 87960383 for “AMERICAN DREAM U”.
3. **Assignment.** In exchange for one dollar (\$1.00) and other valuable consideration, of which Assignor acknowledges receipt, Assignor hereby transfers and assigns to Assignee all of Assignor’s right, title and interest that Assignor may have or acquire in the Trademark, together with all associated goodwill of the business relating to the goods and services provided with respect to the Trademark.
4. **Term.** This Agreement shall remain in full force and effect for the enforceable life of the Trademark.
5. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Trademark and has the right to convey the entire right, title, and interest in the Trademark without limitation. Assignor represents and warrants that the entire right, title, and interest in the Trademark is hereby transferred and assigned free and clear of any encumbrances.
6. **Necessary Acts.** Assignor and Assignee agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
7. **Governing Law.** Nevada law shall govern this Agreement.
8. **Attorney’s Fees.** In any proceeding arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and other expenses incurred in connection with such proceeding.
9. **Arbitration.** Disputes not resolved by agreement of the parties arising out of this Agreement will be submitted to binding arbitration in metropolitan Arlington, before a single arbitrator or, if the parties cannot agree upon a single arbitrator, before a panel of three arbitrators, one selected by each party (within 10 days after notice of a dispute and failure to agree upon a single arbitrator) and a third arbitrator selected by the selected two arbitrators. The selection of arbitrators and all arbitration proceedings will be in accordance with the rules of the American Arbitration Association, as amended to the date of the proceedings, and judgment upon the award may be entered in any court having jurisdiction. The arbitrators must render a decision within 30 days after their appointment and may award the costs of arbitration as they see fit.
10. **Reformation and Severability.** If any section of this Agreement is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Agreement, which shall be enforced according to its terms irrespective of the enforceability of the invalid

or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Agreement as a whole.

11. **Execution and Effective Date.** IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of Oct 28, 2019 .

**Assignor: Nevada Benefits Foundation**

**Assignee: Philip J. Randazzo**

By: Philip J. Randazzo, President

*Philip Randazzo*

9505 Hillwood Drive #100  
Las Vegas, NV 89134

*Philip Randazzo*

9505 Hillwood Drive #100  
Las Vegas, NV 89134

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**Assignee: Philip J. Randazzo**

By: Philip J. Randazzo, President

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