

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zen Planner, LLC		12/31/2019	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Daxko, LLC		
Street Address:	600 University Park Place, Suite 500		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	Limited Liability Company: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4253418	ZEN PLANNER	
CORRESPONDENCE DATA			
Fax Number:	6152524707		
<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:	6152523586		
Email:	alynn@bradley.com		
Correspondent Name:	Alexandra C. Lynn		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	Alexandra C. Lynn		
SIGNATURE:	/Alexandra C. Lynn/		
DATE SIGNED:	01/02/2020		
Total Attachments: 3			
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OP \$40.00 4253418

TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective as of December 31, 2019, at 8:00 p.m., Eastern time, is made by and between Zen Planner, LLC, a Colorado limited liability company (“Assignor”), and DAXKO, LLC, an Alabama limited liability company (“Assignee”).

WHEREAS, Assignor owns all rights to the trademark registration identified in **Exhibit A** (collectively, the “Mark”); and

WHEREAS, Assignor has agreed to assign, and Assignee has agreed to acquire all of Assignor’s right, title, and interest in and to the Mark, and all variants thereof, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

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

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized thereby, including, but not limited to:

(a) all rights of any kind whatsoever of Assignor in and to the Mark, along with any and all rights accruing under any applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(b) 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

(c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any necessary and proper documents, and the delivery of any files, registrations, or other similar items that are in the possession of Assignor, to facilitate the transfer and recordation of the Mark into the name of Assignee, or any assignee or successor thereto.

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

4. Governing Law. The laws of the State of Alabama, without giving effect to principles of conflicts of laws, govern all matters arising under this Assignment.

[signatures on next page]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

ASSIGNOR: Zen Planner, LLC

By: Winston H. Gillum, Jr.
Name: Winston Gillum
Title: CFO & Secretary

ASSIGNEE: DAXKO, LLC

By: Winston H. Gillum, Jr.
Name: Winston Gillum
Title: CFO & Secretary

EXHIBIT A

TRADEMARK	SERIAL NO.	REGISTRATION NO.	REGISTRATION DATE
ZEN PLANNER	85/593,856	4,253,418	Dec. 04, 2012