

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM561388

<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>
Popcorn Design LLC		02/06/2020	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Kintera LLC		
<b>Street Address:</b>	824-A Healdsburg Avenue		
<b>City:</b>	Healdsburg		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95448		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88570449	KINTERA	
<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>	707-526-4200		
<b>Email:</b>	jdawson@cmprlaw.com		
<b>Correspondent Name:</b>	John B. Dawson		
<b>Address Line 1:</b>	100 B Street, Suite 400		
<b>Address Line 4:</b>	Santa Rosa, CALIFORNIA 95401		
<b>NAME OF SUBMITTER:</b>	John B. Dawson		
<b>SIGNATURE:</b>	/John B. Dawson/		
<b>DATE SIGNED:</b>	02/10/2020		
<b>Total Attachments: 2</b>			
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source=KINTERA Trademark Assignment#page2.tif			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and effective as of February 6, 2020, by Popcorn Design, LLC, a California limited liability company ("Assignor"), and Kintera, LLC, a California limited liability company ("Assignee").

### RECITALS

WHEREAS, Assignor is the sole and exclusive owner of the name and trademark KINTERA for wine, as well as the intent-to-use U.S. Patent and Trademark Office ("USPTO") application for the trademark KINTERA in International Class 033 for "Alcoholic beverages except beer; Wine" (U.S. Ser. No. 88-570,449) (collectively, the "Trademark"), and is the sole and exclusive owner of the business goodwill related to the Trademark and symbolized thereby; and

WHEREAS, Assignee desires to acquire from Assignor all of its rights, title, and interest in the Trademark and all business goodwill related therewith.

NOW, THEREFORE, incorporating the Recitals, and in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably sells, assigns, grants, conveys, and transfers to Assignee, as of the Effective Date, all of Assignor's rights, title, and interest in and to the Trademark as part of the entire business or portion thereof to which the Trademark pertains as required by Section 10 of the Trademark Act (15 U.S.C. § 1060), together with the goodwill of the Assignor's business connected with the use of and symbolized by the Trademark, and including without limitation, the above-referenced applications, registrations, and all such rights with respect to the Trademark, all common law rights, trade name rights, and rights of any kind whatsoever accruing under or relating to the Trademark provided by applicable laws, international treaties, conventions and otherwise throughout the world, and all rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademark or injury to said goodwill, together with the right to sue and recover the same in the name of Assignor.

2. The terms of this Assignment shall bind and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

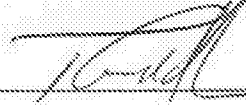
3. The Parties hereby agree to do the following: execute such other documents and perform such other acts as may be necessary or desirable to carry out the purposes of this Assignment. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The recitals set forth above are expressly incorporated herein and made a part hereof.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered as of the day and year first above written.

**ASSIGNOR:**

POPCORN DESIGN, LLC,  
a California limited liability company

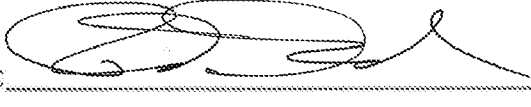
By:  \_\_\_\_\_

Name: Thomas Hinde

Title: Principal

**ASSIGNEE:**

KINTERA, LLC,  
a California limited liability company

By:  \_\_\_\_\_

Name: Robert Daleo

Title: Partner