

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM569593

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Business entity designation for the assignee was written incorrectly previously recorded on Reel 005273 Frame 0662. Assignor(s) hereby confirms the Trademark Assignment Agreement.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Live Event Management, Inc.		05/05/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Women of Faith, LLC		
<b>Street Address:</b>	2840 S. 70th Street, Suite 7-211		
<b>City:</b>	Lincoln		
<b>State/Country:</b>	NEBRASKA		
<b>Postal Code:</b>	68506		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75137290	WOMEN OF FAITH	
<b>Serial Number:</b>	75171503	WOMEN OF FAITH	
<b>Serial Number:</b>	76712652	WOMEN OF FAITH	
<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>	7605692515		
<b>Email:</b>	sean@jlorenzolaw.com		
<b>Correspondent Name:</b>	Sean M. Ulrich		
<b>Address Line 1:</b>	2292 Faraday Ave, Suite 100		
<b>Address Line 4:</b>	Carlsbad, CALIFORNIA 92008		
<b>NAME OF SUBMITTER:</b>	Sean M. Ulrich		
<b>SIGNATURE:</b>	/seanulrich/		
<b>DATE SIGNED:</b>	03/30/2020		
<b>Total Attachments: 9</b>			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Registrant: Women of Faith, LLC

Mark: WOMEN OF FAITH

Registration No. 2281900

Trademark  
Specialist: Tamika Whitsey  
Law Office 104

DECLARATION OF GJ REYNOLDS IN RESPONSE TO OFFICE ACTION OF  
NOVEMBER 8, 2019

1. GJ Reynolds, declare as follows:

1. I am over eighteen and competent to make this declaration. I have direct personal knowledge of the following facts and would be competent to testify thereto except where indicated my knowledge is based on information or believe.

2. In accordance with 37 C.F.R. §2.20, I have been warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, and I therefore declare that all statements made of my own knowledge are true and all statements made on information and belief are believed to be true.

3. On November 8, 2019 my attorney's received an Office Action about the WOMEN OF FAITH trademark, Registration Number 2281900.

4. That Office Action referenced the Combined Section 8 Affidavit and Section 9 Renewal application filed for the WOMEN OF FAITH mark on September 30, 2019.

5. The Office Action noted that the Section 8 portion of the filing could not be accepted because the USPTO office records did not show a clear chain of title in the party who filed the Section 8.

6. In particular, the Office Action states that the clear chain of title to the registration is in Women of Faith, LLC (Delaware Corporation), but the party that filed the Section 8 Affidavit is identified as Women of Faith, LLC (Delaware Limited Liability Company).

7. The assignment agreement granting the clear chain of title to Women of Faith, LLC (Delaware Corporation) is Assignment 11 of 13 in the Assignment Abstract of Title Information for the WOMEN OF FAITH mark between Live Event Management, Inc. and Women of Faith, LLC.

8. That assignment agreement was made effective on April 22, 2014.

9. I confirm and have knowledge of the agreement between Live Event Management, Inc. and Women of Faith, LLC, as well as the legal organization specifics of the companies.

10. I am currently the CEO of both Live Event Management, Inc. and Women of Faith, LLC.

11. In both the assignment agreement itself and the cover sheet, the designation of "Corporation" is typographical error.

12. Women of Faith, LLC has been a limited liability company since its inception, as is designated by "LLC" in the name.

13. Women of Faith, LLC is not currently, nor has it ever been, organized as a Corporation under the laws of Delaware or any other state.

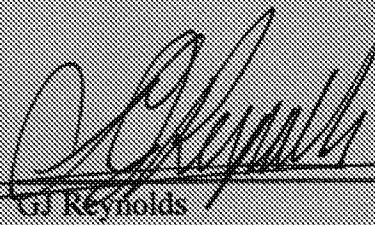
14. Women of Faith, LLC that was the recipient of rights in the assignment agreement with Live Events Management, Inc. is the same entity that filed the Combined Section 8 Affidavit and Section 9 Renewal of the WOMEN OF FAITH mark.

15. Women of Faith, LLC currently has the new corporate address of 2840 S. 70<sup>th</sup> Street, Suite 7-211, Lincoln, NE 68506.

16. In connection with the declaration, I have also helped prepare a new complete Trademark Assignment Cover Sheet as well as a copy of the original assignment agreement with the corrections initialed and dated by me.

Date: November 24, 2019

By:



GJ Reynolds  
2840 S. 70<sup>th</sup> Street, Suite 7-211  
Lincoln, NE 68506

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") dated as of April 22, 2014 (the "Effective Date"), is made by and between Live Event Management, Inc. ("Assignor") and Women of Faith, LLC, a Delaware corporation, located at 5300 Democracy Drive, Suite 120, Plano, Texas 75024 ("Assignee").

### WITNESSETH:

WHEREAS, Assignee shall purchase and accept and Assignor shall transfer and assign to Assignee all of Assignor's right, title and interest in, to and under certain trademarks, and any registrations thereof or applications therefor, as listed on Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, including, but not limited to, the goodwill associated therewith and the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor accruing thereunder.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title and interest in and to the Trademarks, including, without limitation, its recordation in relevant state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE ACQUISITION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law: Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the California, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of California for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

LIVE EVENT MANAGEMENT, INC.

WOMEN OF FAITH, LLC

By: Courtney M Braun  
 Printed: Courtney M Braun  
 Title: Authorized Signatory

By: [Signature]  
 Printed: Debra Shwartz  
 Title: COUNSEL



## Schedule A

## Trademarks

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Classes	Owner	Status
HEART/FLOWER Design	Canada	1011359/ 4/9/1999	TMA551,220/ 9/20/2001	09	HarperCollins Christian Publishing, Inc.	Registered
HEART/FLOWER Design	Canada	1011360/ 4/9/1999	TMA560,822/ 4/25/2002	41	HarperCollins Christian Publishing, Inc.	Registered
WOMEN OF FAITH	Canada	1012849/ 4/22/1999	TMA569154/ 10/21/2002	09,16,18	HarperCollins Christian Publishing, Inc.	Registered
HEART/FLOWER Design	United Kingdom	2194180/ 4/9/1999	2194180/ 12/17/1999	09,41	HarperCollins Christian Publishing, Inc.	Registered
WOMEN OF FAITH	United Kingdom	21950408/ 4/20/1999	21950408/ 2/25/2000	18,21,25	HarperCollins Christian Publishing, Inc.	Registered
HEART & FLOWER Design	United States	75/567,960/ 10/9/1998	2,337,713/ 4/4/2000	41	HarperCollins Christian Publishing, Inc.	Registered
HEART & FLOWER Design	United States	75/567,775/ 10/9/1998	2,308,945/ 1/18/2000	09	HarperCollins Christian Publishing, Inc.	Registered
WOMEN OF FAITH	United States	75/137,290/ 7/22/1996	2,281,900/ 9/28/1999	09,16,21	HarperCollins Christian Publishing, Inc.	Registered
WOMEN OF FAITH	United States	75/171,503 9/11/1996	2,339,476/ 4/11/2000	09,16,41	HarperCollins Christian Publishing, Inc.	Registered
WOMEN OF FAITH & Design	United States	76/712,652/10/17/2 012		06,09,14	HarperCollins Christian Publishing, Inc.	Pending Application



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

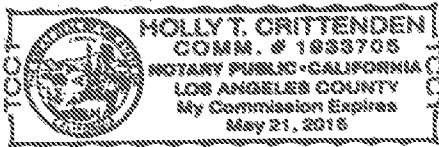
State of California

County of Los Angeles

On MAY 2, 2014 before me, Holly T. Crittenden

personally appeared Courtney M. Braun and Debra Shwarger

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TRADEMARK Assignment Agreement

Document Date: April 23, 2014 Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Signer's Name:

Corporate Officer --- Title(s): Corporate Officer --- Title(s):

Individual Individual

Partner --- Limited General Partner --- Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: Other:

Signer Is Representing: Signer Is Representing: