

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM614484

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900577627		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Subsplash, Inc.		11/27/2017	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Subsplash IP, LLC		
Street Address:	3257 16TH AVE W		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98119		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85939189	STREAMSPOT	
Serial Number:	86751671	MYSTREAMSPOT	
Serial Number:	86751766	STREAMSPOT SYNC	
Serial Number:	86767012	LIVE STREAMING [SIMPLIFIED]	
Serial Number:	86767369	[SIMPLIFIED]	
Serial Number:	87942986	LIVE STREAMING SIMPLIFIED	
Serial Number:	87943261	SIMPLIFIED	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kdavis@karrtuttle.com		
Correspondent Name:	Kelly Davis		
Address Line 1:	701 Ffith Avenue, Suite 3300		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	47101.012		
NAME OF SUBMITTER:	Kyle Straughan		
SIGNATURE:	/Kyle Straughan/		

DATE SIGNED:	12/15/2020
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Total Attachments: 7

- source=DOCS-#1347056-v1-Subsplash__Inc__ -_IP_Assignment_and_Amendment#page1.tif
- source=DOCS-#1347056-v1-Subsplash__Inc__ -_IP_Assignment_and_Amendment#page2.tif
- source=DOCS-#1347056-v1-Subsplash__Inc__ -_IP_Assignment_and_Amendment#page3.tif
- source=DOCS-#1347056-v1-Subsplash__Inc__ -_IP_Assignment_and_Amendment#page4.tif
- source=DOCS-#1347056-v1-Subsplash__Inc__ -_IP_Assignment_and_Amendment#page5.tif
- source=DOCS-#1347056-v1-Subsplash__Inc__ -_IP_Assignment_and_Amendment#page6.tif
- source=Notice#page1.tif

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made as of November 27, 2017 (the "Effective Date") by the undersigned, **SUBSPLASH, INC.**, a Washington corporation ("Assignor"), to **SUBSPLASH IP, LLC**, a Washington limited liability company ("Assignee"). Assignor and Assignee may hereinafter be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Assignor wishes to assign and transfer to Assignee all of the Intellectual Property (as defined below) owned by Assignor, including but not limited to those specific intellectual property assets identified in **Exhibit A** attached hereto (collectively, the "**Intellectual Property Assets**").

NOW THEREFORE, in exchange for good and valuable consideration, including the receipt by Assignor of One Hundred and 00/100 Dollars (\$100), the receipt of which is hereby acknowledged, Assignor agrees as follows:

1. **INTELLECTUAL PROPERTY DEFINITION.** "Intellectual Property" means common law and statutory rights anywhere in the world arising under or associated with: (i) all United States and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, proprietary processes or formulae, franchises, licenses, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, domain name registrations, and applications therefor and all goodwill associated therewith throughout the world; (v) all databases and data collections and all rights therein throughout the world; (vi) all computer software including all source code, object code, documentation, business requirements, functional specifications, algorithms, display screens, layouts, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, and (vii) analogous rights to those set forth above, including the right to enforce and recover damages for the infringement or misappropriation of any of the foregoing.

2. **ASSIGNMENT.** As of the Effective Date, Assignor does hereby sell, assign, transfer and convey, unto the Assignee, its successors, legal representatives, assigns and nominees forever, without any restrictions, reservations or limitations Assignor's entire ownership interest in and to the Intellectual Property Assets, including rights to sue for and recover damages for the infringement or misappropriation of the Intellectual Property Assets occurring prior to or after the execution of this Assignment; provided however, that this instrument does not sell, assign, transfer or convey any debts or obligations except for those obligations imposed by any contracts assigned herein. Assignor also hereby authorizes the respective parties and governmental agencies in each jurisdiction to issue in the name of Assignee any and all patents, certificates of

invention, inventors' rights, copyrights, trademarks, service marks, and trade names which may be granted upon any of the Intellectual Property Assets, as the assignee to the entire interest therein.

3. **REPRESENTATIONS AND WARRANTIES.** Assignor represents and warrants that: (i) Assignor owns the Intellectual Property Assets, and has all rights necessary to effect the assignment granted in Section 2, above; (ii) Assignor is not aware that any of the assigned Intellectual Property Assets infringes any intellectual property right of any third party; (iii) there are no legal actions, investigations, claims or proceedings pending or threatened related to the Intellectual Property Assets; and (iv) Assignor has no knowledge of any rights owned by any third party, including copyrights, trademark rights, patent rights or other proprietary rights, that would give rise to a claim or cause of action by any third party against Assignee based on current use by Assignor of the assigned Intellectual Property Assets.

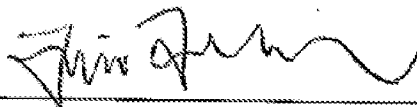
4. **FURTHER ASSURANCES; APPOINTMENT OF ATTORNEY-IN-FACT.** After the delivery of this Assignment, Assignor shall upon request of Assignee execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect Assignee's right, title and interest in and to the Intellectual Property Assets acquired by Assignee hereunder. Assignee shall bear all costs associated with registering any patents, trademarks and copyrights involving the Intellectual Property Assets. Assignor further agrees, promptly upon request of the Assignee, its successors and assigns, to execute and deliver, without further compensation of any kind, any power of attorney, assignment, application for copyright, patent or other intellectual property right protection, or any other papers which may be necessary or desirable to fully secure to the Assignee, its successors and assigns, all right, title and interest in and to each of the Intellectual Property Assets, and to cooperate and assist in the prosecution of any opposition proceedings involving such rights and any adjudication of the same. Assignor hereby designates and appoints the Assignee and its duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on behalf of Assignor and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts necessary to perfect the Assignee's rights in the Intellectual Property Assets with the same legal force and effect as if executed by Assignor.

5. **MISCELLANEOUS.** If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. The failure of either party to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of either party to enforce such provision thereafter. The express waiver by either party of any provision of this Agreement shall not constitute a waiver of the other party's future obligation to comply with such provision. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Washington and the United States America without regard to conflicts of laws provisions thereof. This Assignment is effective as of the Effective Date and shall continue to survive in perpetuity.

IN WITNESS WHEREOF, the undersigned Assignor has caused this Assignment to be duly executed and delivered as of the Effective Date.

ASSIGNOR:

SUBSPLASH, INC.,
a Washington corporation



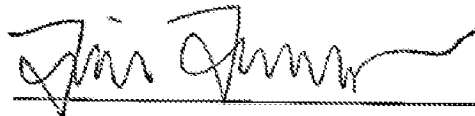
Name: TIMOTHY J E TURNER

Title: PRESIDENT & CEO

IN WITNESS WHEREOF, the undersigned Assignee hereby consents to the Assignment as of the Effective Date.

ASSIGNEE:

SUBSPLASH IP LLC,
a Washington limited liability company



Name: TIMOTHY J E TURNER

Title: MANAGER

EXHIBIT A

Specific Intellectual Property Assets

i. Trademark registrations:

- a. U.S. Reg. No. 5,107,387 (THE CHURCH APP & DESIGN)
- b. U.S. Reg. No. 5,253,718 (THE CHURCH APP & DESIGN)
- c. U.S. Reg. No. 5,253,719 (THE CHURCH APP & DESIGN)
- d. U.S. Reg. No. 5,253,720 (THE CHURCH APP & DESIGN)
- e. U.S. Reg. No. 5,253,721 (THE CHURCH APP)
- f. U.S. Reg. No. 5,206,080 (FUEL THE MISSION)
- g. U.S. Reg. No. 5,211,001 (THE ULTIMATE ENGAGEMENT PLATFORM)

**Amendment to
Assignment**

This Amendment to Assignment, adopted and approved this 4th day of September 2020, by and among Subsplash, Inc. ("Assignor") and Subsplash IP, LLC ("Assignee"), amends the Assignment Agreement ("Assignment") entered into by Assignor and Assignee on November 27, 2017.

The Assignment is amended as follows:

- 1. The definition of "Intellectual Property" is replaced with the following:

"Intellectual Property" means all now existing and future developed or acquired common law and statutory rights anywhere in the world arising under or associated with: (i) all United States and foreign patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (ii) all inventions (whether patentable or not), invention disclosures, improvements, trade secrets, proprietary information, proprietary processes or formulae, franchises, licenses, know how, technology, technical data and customer lists, and all documentation relating to any of the foregoing; (iii) all copyrights, copyright registrations and applications therefor and all other rights corresponding thereto throughout the world; (iv) all trade names, logos, common law trademarks and service marks, trademark and service mark registrations, domain name registrations, and applications therefor and all goodwill associated therewith throughout the world; (v) all databases and data collections and all rights therein throughout the world; (vi) all computer software including all source code, object code, documentation, business requirements, functional specifications, algorithms, display screens, layouts, firmware, development tools, files, records and data, all media on which any of the foregoing is recorded, and (vii) analogous rights to those set forth above, including the right to enforce and recover damages for the infringement or misappropriation of any of the foregoing.

All other terms and conditions of the Assignment not expressly amended herein shall remain in full force and effect.

This Amendment to Assignment is signed below by the duly authorized representatives of the parties.

Subsplash, Inc.

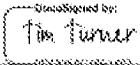
By: Digitally signed by:
Tim Turner Date: 9/17/2020
(Signature)

Timothy J E Turner
(Typed or Printed Name)

Title: President

Amendment to Assignment

Subsplash IP, LLC

By: 
(Signature)

Date: 9/17/2020

Timothy J E Turner
(Typed or Printed Name)

Title: Manager



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

December 02, 2020

PTAS

KELLY DAVIS
701 FIFTH AVENUE, SUITE 3300
SEATTLE, WA 98104



900577627

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. There's a discrepancy with the execution date. The cover sheet has 09/17/2020 but the document has 11/27/2017.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday, January 1, 2021**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900577627
Access Code: GGGTE8P4ZJBHCES

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAWANDA MILTON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION