

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM644339

<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>
Key5 Inc.		04/30/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Key5 Coaching LLP		
<b>Street Address:</b>	1928 Arlington Blvd		
<b>City:</b>	Charlottesville		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22903		
<b>Entity Type:</b>	Limited Liability Partnership: VIRGINIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6165100	KEY5	
<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>	2626326900		
<b>Email:</b>	trademarks@janlaw.com		
<b>Correspondent Name:</b>	John E. Munger		
<b>Address Line 1:</b>	601 Lake Ave. 3rd Floor		
<b>Address Line 4:</b>	Racine, WISCONSIN 53403		
<b>NAME OF SUBMITTER:</b>	John E. Munger		
<b>SIGNATURE:</b>	/John E. Munger/		
<b>DATE SIGNED:</b>	05/05/2021		
<b>Total Attachments: 3</b>			
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## ASSIGNMENT

This Agreement is effective April 30, 2021 by and between Key5 Inc., a Delaware corporation located at 1928 Arlington Blvd, Charlottesville, Virginia 22903 (“Assignor”) and Key5 Coaching LLP, a Virginia limited liability partnership also located at 1928 Arlington Blvd, Charlottesville, Virginia 22903 (“Assignee”).

WHEREAS, Assignor owns all worldwide right, title, and interest in and to the trademark KEY5 in word and stylized forms as shown on Exhibit A attached hereto and made a part hereof in connection with the goods and services described in U.S. Trademark Registration No. 6,165,100 and related goods and services, including ownership of said U.S. trademark registration, all common law rights, and the goodwill associated with each trademark and the related business (collectively the “Assigned Trademarks”);

WHEREAS, Assignor has authorized Assignee to use each Assigned Trademark pursuant to a certain written and retroactive license agreement dated August 1, 2020, Assignee is using each Assigned Trademark for the goods and services described in the license (including those in U.S. Trademark Registration No. 6,165,100), and all of said use of the Assigned Trademarks by Assignee has been, and continues to be, with the express consent of Assignor;

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, all worldwide right, title and interest in and to the Assigned Trademarks shown on Exhibit A and all common law rights in said trademarks, together with the goodwill of the business symbolized by each of said trademarks;

NOW THEREFORE, for the amount of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to sell, convey, transfer, assign, and deliver and by these presents does hereby sell, convey, transfer, assign, and deliver unto Assignee, its successors and assigns the entire worldwide right, title, and interest in, to, and under the Assigned Trademarks shown on Exhibit A attached hereto and made a part hereof, including all common law rights and foreign rights in said Assigned Trademarks, together with the goodwill of the business symbolized by the Assigned Trademarks shown on Exhibit A, and all rights to sue and recover for any past infringements of said trademarks and copyrights, the same to be held and enjoyed by the said Assignee for its own use and behalf and for its successors and assigns.

Assignor shall, upon the reasonable request of Assignee and at the Assignee’s expense, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Agreement.

This Agreement fully and completely divests Assignor of any and all worldwide right, title and interest in, to and under the aforesaid Assigned Trademarks and the related business. Assignor will not adopt any trademarks marks similar to those on Exhibit A in the future.

This Agreement may be signed using one or more counterparts, each of which when signed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date above.

**ASSIGNOR:**

Key5 Inc.

By: Mano Watsa  
Mano Watsa

Title: President & Owner

Date: April 30, 2021

**ASSIGNEE:**

Key5 Coaching LLP

By: Mano Watsa  
Mano Watsa

Title: President & Owner

Date: April 30, 2021

**Exhibit A**

	<b>Mark</b>	<b>Form</b>
1	KEY5	U.S. Trademark Registration No. 6,165,100
2	KEY5	Common Law Rights – Text and Stylized

Non-Limiting Examples of Stylized Forms of KEY5



KEY5  
COACHING

