

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647926

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900615768		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Siss, LLC		01/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ohaat, LLC		
Street Address:	12400 West Highway 71 #350-330		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78738-6517		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1840992	STAR POWER	
Registration Number:	2264978	STAR POWER HOME AGENT	
Registration Number:	3859933	U STARPOWER UNIVERSITY	
Registration Number:	4014407	STARPOWER STAR	
Registration Number:	4014408	STAR POWER RECOMMENDED SUPPLIER	
Registration Number:	4187296	STAR POWER	
Registration Number:	2785337	FSBO CAMPAIGNS THAT WORK!	
CORRESPONDENCE DATA			
Fax Number:	5123702751		
<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:	5123702739		
Email:	bbales@emalegal.com		
Correspondent Name:	Brock Bales		
Address Line 1:	10415 Morado Circle Bldg One Ste 310		
Address Line 4:	Austin, TEXAS 78759		
NAME OF SUBMITTER:	Brock Bales		
SIGNATURE:	/Brock Bales/		

DATE SIGNED:

05/19/2021

Total Attachments: 9

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") made effective December 31, 2017 by and between SISS, LLC, a Delaware limited liability company with a principal place of business at 12400 West Highway 71, #350-330, Austin, TX 78738 ("Assignor"), and OHAAT, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of the service marks and trademarks described in Exhibit A attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized thereby in connection with educational products and services (collectively, the "Marks");

WHEREAS, Assignor has created, published, and distributed various written materials related to the Marks (the "Written Materials");

WHEREAS, Assignor is the owner and operator of the internet portals described in Exhibit A that are owned and, prior to the date hereof, operated by Assignor (the "Sites");

WHEREAS, Assignor is the owner of all content on the Sites, whether currently posted or to be developed in the future, and of all intellectual property rights arising from such content (the "Site Content"); and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title, and interest in and to the Marks, Written Materials, the Sites, and the Site Content (collectively, the "Intellectual Property").

NOW, THEREFORE, Assignor and Assignee, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property and any domain names and marks incorporating the Intellectual Property, together with (1) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Intellectual Property, including without limitation, damages, and payments for past or future infringements and misappropriations of the Intellectual Property; and (2) all rights to sue for past, present, and future infringements or misappropriations of the Intellectual Property. This assignment is intended to be and is an absolute sale and assignment of all right, title, and interest of the Assignor in and to the Intellectual Property.
2. **Further Action.** Assignor agrees to take whatever further action is deemed necessary or appropriate by Assignee to properly and fully effect and perfect the transfer to Assignee

of the Intellectual Property, to establish full custody of the Intellectual Property by Assignee, and to set forth and establish the chain of title to the Intellectual Property.

3. **Representations and Warranties.** Assignor represents and warrants to and agrees with Assignee as follows:
 - A. Assignor is the owner of the entire right, title, and interest in and to the Intellectual Property free from any adverse lien, security interest, or encumbrance, and Assignor has the full right and power to assign the Intellectual Property as provided herein.
 - B. Assignor has adopted and used the Marks in interstate commerce and has duly and properly filed or registered the Marks in the United States Patent and Trademark Office as set forth in Exhibit A.
 - C. Assignor has no actual knowledge of any rights of a third party to the Intellectual Property which would impair the rights assigned under this Assignment.
 - D. There has been no decision adverse to Assignor's claim of ownership or exclusive right to the Marks or to its right to use or register the same, or to keep and maintain the registration of the same in full force and effect, and there is no proceeding involving said right threatened or pending in the United States Patent and Trademark Office or in any court.
4. **Severability.** If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Assignment.
5. **Choice of Law.** This Assignment shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of law principles.
6. **Jurisdiction and Venue.** THE PARTIES HEREBY SUBMIT TO THE JURISDICTION OF ALL FEDERAL AND STATE COURTS IN DELAWARE AND HEREBY AGREE THAT ANY SUCH COURTS WILL BE A PROPER FORUM FOR THE DETERMINATION OF ANY DISPUTE ARISING HEREUNDER.
7. **Recitals and Headings.** The recitals contained in this Assignment are an integral part hereof and this Agreement shall be construed in light of such recitals. The captions and headings contained herein are for convenient reference only and shall not be construed as a part hereof.

(Signature Page Follows)

EXHIBIT A

I. Service Marks and Trademarks

Service Mark: STAR POWER, Standard Character, Reg No. 1840992, filed September 20, 1993

Service Mark: STAR POWER HOME AGENT, Standard Character, Reg. No. 2264978, filed July 17, 1998

Service Mark: STARPOWER UNIVERSITY, Stylized Mark, Reg No. 3859933, filed February 25, 2010

Service Mark: STARPOWER STAR, Stylized Mark, Reg. No. 4014407, filed February 25, 2010

Service Mark: STAR POWER RECOMMENED SUPPLIER, Stylized Mark, Reg. No. 4014408, filed February 25, 2010

Service Mark: STAR POWER, Standard Character, Serial Number 85054119, filed July 14, 2010

Service Mark: FSBO CAMPAIGNS THAT WORK!, Standard Character, Reg. No. 2785337, filed September 2, 2003

Star Power training and course materials

All training and course materials related to the above trademark and service marks

II. Domain Names – Websites (and any content posted therein), including but not limited to:

STARPOWER.COM

STARPOWERSOLUTIONS.COM

GOSTARPOWER.COM

STARPOWERCLUB.COM

HOWARDBRINTON.COM

STARPOWERUNIVERSITY.COM

ONLYTOPAGENT.COM

ONLYTOPAGENTS.COM

STARPOWERONLINETRAINING.COM

STARPOWEROT.COM
STARPOWERCONFERENCE.COM
STARPOWERLASVEGAS.COM
STARPOWERMONTHLY.COM
STARPOWERAK.COM
STARPOWERAL.COM
STARPOWERALABAMA.COM
STARPOWERALASKA.COM
STARPOWERAR.COM
STARPOWERARIZONA.COM
STARPOWERARKANSAS.COM
STARPOWERAZ.COM
STARPOWERCA.COM
STARPOWERCALIFORNIA.COM
STARPOWERCO.COM
STARPOWERCOLORADO.COM
STARPOWERCONNECTICUT.COM
STARPOWERCT.COM
STARPOWERDE.COM
STARPOWERDELAWARE.COM
STARPOWЕРЕAST.COM
STARPOWERFL.COM
STARPOWERGA.COM
STARPOWERGEORGIA.COM
STARPOWERHAWAII.COM
STARPOWERHI.COM

STARPOWERIA.COM
STARPOWERID.COM
STARPOWERIDAHO.COM
STARPOWERIL.COM
STARPOWERILLINOIS.COM
STARPOWERIN.COM
STARPOWERINDIANA.COM
STARPOWERIOWA.COM
STARPOWERKANSAS.COM
STARPOWERKENTUCKY.COM
STARPOWERKS.COM
STARPOWERKY.COM
STARPOWERLA.COM
STARPOWERLOUISIANA.COM
STARPOWERMA.COM
STARPOWERMAINE.COM
STARPOWERMARYLAND.COM
STARPOWERMASSACHUSETTS.COM
STARPOWERMD.COM
STARPOWERME.COM
STARPOWERMI.COM
STARPOWERMICHIGAN.COM
STARPOWERMINNESOTA.COM
STARPOWERMISSISSIPPI.COM
STARPOWERMISSOURI.COM
STARPOWERMN.COM

STARPOWERMO.COM
STARPOWERMONTANA.COM
STARPOWERMS.COM
STARPOWERMT.COM
STARPOWERNC.COM
STARPOWERND.COM
STARPOWERNE.COM
STARPOWERNEBRASKA.COM
STARPOWERNEVADA.COM
STARPOWERNEWHAMPSHIRE.COM
STARPOWERNEWJERSEY.COM
STARPOWERNEWMEXICO.COM
STARPOWERNEWYORK.COM
STARPOWERNH.COM
STARPOWERNJ.COM
STARPOWERNM.COM
STARPOWERNORTH.COM
STARPOWERNORTHCAROLINA.COM
STARPOWERNORTHDAKOTA.COM
STARPOWERNORTHEAST.COM
STARPOWERNORTHWEST.COM
STARPOWERNV.COM
STARPOWERNY.COM
STARPOWEROH.COM
STARPOWEROHIO.COM
STARPOWEROK.COM

STARPOWEROKLAHOMA.COM
STARPOWEROR.COM
STARPOWEROREGON.COM
STARPOWERPA.COM
STARPOWERPENNSYLVANIA.COM
STARPOWERRHODEISLAND.COM
STARPOWERRI.COM
STARPOWERSC.COM
STARPOWERSD.COM
STARPOWERSOUTH.COM
STARPOWERSOUTHCAROLINA.COM
STARPOWERSOUTHDAKOTA.COM
STARPOWERSOUTHEAST.COM
STARPOWERSOUTHWEST.COM
STARPOWERTENNESSEE.COM
STARPOWERTEXAS.COM
STARPOWERTN.COM
STARPOWERTX.COM
STARPOWERUT.COM
STARPOWERUTAH.COM
STARPOWERVERMONT.COM
STARPOWERVIRGINIA.COM
STARPOWERVT.COM
STARPOWERWA.COM
STARPOWERWASHINGTON.COM
STARPOWERWEST.COM

STARPOWERWESTVIRGINIA.COM

STARPOWERWI.COM

STARPOWERWISCONSIN.COM

STARPOWERWV.COM

STARPOWERWY.COM

STARPOWERWYOMING.COM

STARPOWERBLOG.COM

ONLYTOPAGENT.NET

ONLYTOPAGENTS.NET

ONLYTOPAGENT.ORG

ONLYTOPAGENTS.ORG

GETSTARPOWERCLUB.COM

JOINSTARPOWERCLUB.COM

STARPOWER.BIZ

STARPOWERLEGAL.COM

STARTYOUROWNFIRM.COM

STARPOWERSUCKS.COM

STARPOWERSUCKS.NET

FUCKSTARPOWER.COM

FUCKSTARPOWER.NET

IN WITNESS WHEREOF, the parties have executed this Assignment by and through their properly authorized signatories effective as of the date indicated above.

CHARFEN HOLDINGS, LLC

Charfen
By: *[Signature]*
Alexander John Charfen, its Manager

Date: 1/23/2018

SISS, LLC

By: *[Signature]*
Kegan, LLC, its Manager

By: Alexander John Charfen, its Manager

Date: 1/23/2018