OP \$40.00 75537014

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM646655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Leading Resources, Inc.		09/06/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Eric Douglas Enterprises	
Street Address:	817 48th St	
City:	Sacramento	
State/Country:	CALIFORNIA	
Postal Code:	95819	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75537014	STRAIGHT TALK

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 9163251191

Email: edouglas@leadingresources.com

Correspondent Name: Eric Douglas
Address Line 1: 817 48th St

Address Line 4: Sacramento, CALIFORNIA 95819

NAME OF SUBMITTER:	Eric Douglas
SIGNATURE:	/Eric Douglas/
DATE SIGNED:	05/13/2021

Total Attachments: 3

source=Assignment of Intellectual Property 09 06 17#page1.tif source=Assignment of Intellectual Property 09 06 17#page2.tif source=Assignment of Intellectual Property 09 06 17#page3.tif

> TRADEMARK REEL: 007291 FRAME: 0631

900616604

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the 6th of September, 2017 ("Effective Date"), by Leading Resources Inc., a California corporation ("Assignor"), in favor of Eric F. Douglas, an individual, doing business as Eric Douglas Enterprises ("Assignee").

- 1. Intellectual Property. Assignor represents that it owns or may own an interest in certain intellectual property, training materials and related documents (collectively, "Intellectual Property"), generally associated with certain books (entitled "Straight Talk: Turning Communication Upside Down for Strategic Reasons" and "The Leadership Equation" which books are acknowledged by Assignor to have been authored by and to be the sole and copyrighted property of Assignee or Assignee's principal). The Intellectual Property is more particularly described on Exhibit A attached hereto. The Intellectual Property subject to this Assignment shall include all software or other materials of any kind related to, associated with, based upon, arising out of, incorporating or building upon the concepts, ideas or principles contained in, described in, or advanced by the Books (defined below). Assignor further represents that it is has not otherwise conveyed, sold, transferred or assigned its interest, if any, in the Intellectual Property, or any aspect thereof to any third party prior to the Effective Date hereof.
- 2. <u>Assignment.</u> For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby (a) grants, transfers and assigns to Assignee the entire right, title and interest of Assignor in and to the Intellectual Property, and (b) acknowledges prospectively that Assignee is the sole owner of the Intellectual Property. Assignor further assigns to Assignee all of Assignor's goodwill in the business relating to the provision of services and products under the trademarks included in the Intellectual Property.
- 3. <u>Trademark assignment</u>. Along with the assignment of any trademarks named in Exhibit A to this Agreement. Assignor further assigns to Assignee all of Assignor 's goodwill in the business relating to the provision of services and products under the trademarks included in the Intellectual Property.
- 4. <u>Power and Authority</u>. Assignor represents and warrants to Assignee that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of Assignor represents and warrants to Assignee that he or she is fully empowered and authorized to do so.
- 5. Attorneys' Fees. In the event of any dispute between the parties, whether based on contract, tort or other cause of action or involving bankruptcy or similar proceedings, in any way related to this Assignment or the Intellectual Property, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by the prevailing party in connection with any action or proceeding (including arbitration proceedings, any appeals and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment. The "prevailing party" shall be determined based upon an assessment of which party's major arguments or positions taken in the action or proceeding could fairly be said to have prevailed (whether by compromise, settlement, abandonment by the other party of its claim or defense, final decision, after any appeals, or otherwise) over the other party's major arguments or

TRADEMARK REEL: 007291 FRAME: 0632 positions on major disputed issues. Any fees and costs incurred in enforcing a judgment shall be recoverable separately from any other amount included in the judgment and shall survive and not be merged in the judgment.

- 6. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.
- 7. <u>Counterparts.</u> This Assigr1ment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument, and is intended to be binding when all parties have delivered their signatures to the other parties. Signatures may be delivered by facsimile transmission or by e-mail in a portable document format (pdf). All counterparts shall be deemed an original of this Assignment.
- 8. <u>Governing Law</u>. This Assignment shall be governed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment the day and year first above written.

ASSIGNOR:

LEADING RESOURCES, INC.

A California corporation

By: Eric F. Douglas

Its: President

Exhibit A to Assignment

Intellectual Property

Straight Talk®

- 1. The book: <u>Straight Talk: Turning Communication Upside Down for Strategic Results</u>, first published in 1998, and all subsequent editions, in print and in digital formats.
- 2. The websites: www.Straight-Talk-Now.com and www.GoStraightTalk.com and www.Go
- 3. Straight Talk® online application, which includes a survey of communication styles, a dynamic generator of results, a system that generates personalized web pages for individual users, a system that enables people to compare styles, create teams, manage teams and conduct other analyses online, with associated database of users, web pages, algorithms, software, graphics, etc.
- 4. The Straight Talk® registered trademark.
- 5. Straight Talk® workshops and training materials, including all surveys, curriculum, handouts, agendas, facilitator guides etc. in print and digital formats.
- 6. Straight Talk® tools, articles, blogs and social media in print and digital formats.
- 7. Straight Talk® e-learning videos, a series of training videos, in print and digital formats.
- 8. Straight Talk® newsletters and e-letters.
- 9. Lists of Straight Talk® account holders and other data contained in relevant databases.

The Leadership Equation

RECORDED: 05/13/2021

- 1. The book: <u>The Leadership Equation</u>, published in 2014, and the previous edition published as <u>Leading at Light Speed</u>, and all subsequent editions.
- 2. Online surveys and software related to The Leadership Equation.
- 3. Related domain names, including <u>www.leadershipculture.com</u> and www.theleadershipequation.com.
- 4. Workshops and training materials related to <u>The Leadership Equation</u>, including curriculum, handouts, agendas, facilitator guides etc. in print and digital formats.
- 5. Tools, articles, blogs and social media related to <u>The Leadership Equation</u> in print and digital formats.
- 6. Training videos related to <u>The Leadership Equation</u>, in print and digital formats.
- 7. Newsletters and e-letters related to <u>The Leadership Equation</u> in print and digital formats.

Exhibit A

Updated June 19, 2020