

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678112

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900640527		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREAT AMERICAN OPPORTUNITIES, INC.		07/20/2021	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Beach Marketing, LLC		
Street Address:	2115 Chickering Lane		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77908166	CITY SAVER	
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>			
Phone:	6152386304		
Email:	trademarks@bonelaw.com		
Correspondent Name:	Paul W. Kruse		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 1000		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	011777-171270		
NAME OF SUBMITTER:	Paul W. Kruse		
SIGNATURE:	/Paul W. Kruse/		
DATE SIGNED:	09/30/2021		
Total Attachments: 3			
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ASSIGNMENT

THIS ASSIGNMENT, effective July 1, 2021, is by and between Great American Opportunities, Inc., a Tennessee corporation doing business as Southwestern Fundraising with principal offices at 2451 Atrium Way, Nashville, Tennessee 37214 ("Assignor"), and Beach Marketing, LLC, a Tennessee limited liability company with an address for all notices at 2115 Chickering Lane, Nashville, Tennessee 37215 ("Assignee").

WHEREAS, Assignor is the owner of certain assets as more particularly described in Section 1 of that certain Deal Memo entered by and between Assignor and Assignee as of July 1, 2021 ("Agreement") and its Schedule 1 which is hereby incorporated as a part hereof ("City Saver Assets"); and

WHEREAS, Assignee has purchased and acquired the City Saver Assets in accordance with the Agreement.

NOW, THEREFORE, in exchange for good and valuable consideration given to Assignor by Assignee, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Assignor hereby irrevocably assigns to Assignee all of Assignor's right, title, and interest in and to the City Saver Assets listed in Schedule 1 made a part hereof, together with all goodwill related thereto and revenue income derived therefrom; and, in and to all causes of action, either in law or in equity, for past, present, or future misappropriation and/or infringement based on any of the City Saver Assets, and in and to all rights corresponding to the foregoing throughout the world.

3. This Assignment is subject to all the terms and conditions of the Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control.

4. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.

5. This Assignment is solely for the benefit of the Parties hereto and no provision of this Assignment shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Assignment.

6. From time to time after the date hereof, Assignor, at its own expense, agrees to execute, acknowledge and deliver such further instruments of transfer and conveyance, and shall take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request, or as may be necessary to confirm title in the Assets in the name of Assignee or such other documents associated with the transfer of the Assets to Assignee. Further, each Party hereto will cooperate with the other and execute and deliver to the other Party hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Assignment.

7. This Assignment may be executed in print or electronically/digitally and in counterparts, each of which shall be considered an original part hereof.

ASSIGNOR:

**GREAT AMERICAN OPPORTUNITIES,
INC., Assignor**

By: *C. Johnstone*
Name: *Cynthia D. Johnstone*
Title: *July 20, 2021*

ASSIGNEE:

**BEACH MARKETING, LLC
Assignee**

By: *Tom Beach*
Name: *Tom Beach*
Title: *7/28/21*

