TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM679637

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Distressed Property Institute, LLC			Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Worew, LLC
Street Address:	1122 S. Capital of Texas Hwy, Suite 125
City:	Austin
State/Country:	TEXAS
Postal Code:	78746
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3993125	CIAS
Registration Number:	3842917	CIAS
Registration Number:	3826623	CERTIFIED INVESTOR AGENT SPECIALIST

CORRESPONDENCE DATA

Fax Number: 5123702751

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: 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:	10/07/2021

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") made effective January 1, 2011 by and between Distressed Property Institute, LLC, a Delaware limited liability company with a principal place of business at 1122 S. Capital of Texas Hwy, Suite 125 Austin, TX 78746 ("Assignor"), and Worew, 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"); and

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");

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.

- 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.

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

DISTRESSED PROPERTY INSTITUTE, LLC	WOREW, LLC
By: Alexander John Charfen, its Manager	By: Kegan, LJ. Is Manager By:
	Alexander John Charlen, its Manager
Date	Date:

EXHIBIT A

I. SERVICE MARKS AND TRADEMARKS

Service Mark: CIAS, Stylized Mark, filed November 17, 2010, Reg. No. 3993125;

Service Mark: CIAS, Standard Character, filed September 3, 2009, Reg. No. 3842917;

Service Mark: CERTIFIED INVESTOR AGENT SPECIALIST, Standard Character, filed June 8, 2010, Reg. No. 3826623

II. DOMAIN NAMES - WEBSITES

CIAS.COM

CERTIFIEDRESIDENTIALINVESTMENTAGENT.COM
CERTIFIEDRESIDENTIALINVESTMENTAGENT.NET
CERTIFIEDRESIDENTIALINVESTMENTAGNET.COM
CERTIFIEDRESIDENTIALINVESTMENTAGNET.NET
CERTIFIEDRESIDENTIALINVESTMENTSPECIALIST.COM
CERTIFIEDRESIDENTIALINVESTORAGENT.NET
INVESTMENTAGENTSPECIALIST.COM
INVESTORAGENTSPECIALIST.COM
CERTIFIEDRESIDENTIALINVESTMENTADVISOR.COM
CERTIFIEDRESIDENTIALINVESTMENTADVISOR.NET
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CERTIFIEDRESIDENTIALINVESTORADVISOR.NET

CERTIFIEDRESIDENTIALINVESTORADVISOR: ORG

CIASAGENT.COM

CIASAGENT.NET

CIASDESIGNATION.COM

CIASDESIGNATION.NET

CERTIFIEDINVESTORAGENTSPECIALIST.COM

CERTIFIEDINVESTORAGENTSPECIALIST.NET

CIASAGENT.BIZ

CIASAGENT.ORG

CIASDESIGNATION.BIZ

CIASDESIGNATION INFO

CIASDESIGNATION.ORG

CERTIFIEDINVESTORAGENTSPECIALIST BIZ

CERTIFIEDINVESTORAGENTSPECIALIST.INFO

CERTIFIEDINVESTORAGENTSPECIALIST.ME

CERTIFIEDINVESTORAGENTSPECIALIST.MOBI

CERTIFIEDINVESTORAGENTSPECIALIST.ORG

CERTIFIEDINVESTORAGENTSPECIALIST US

CIASCONFERENCE.COM

CIASCONVENTION.COM

CIASSITES.COM

CIASLIVE.COM

CIASNOW.COM

CIASAGENTS.COM

CIASCLASSES.COM

CIASDISTANCE.COM

CIASMOMENTUM.COM

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CREATEGENERATIONALWEALTH.NET

GENERATIONALWEALTHBOOK.COM

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CIASFIRSTTIMEINVESTOR.COM

CIASMOVEUPINVESTOR.COM

CIASPERFORMANCEINVESTOR.COM

CIASPORTFOLIOINVESTOR.COM

CIASREHABANDRESELLINVESTOR.COM

CIASREHABRESELLINVESTOR.COM