

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM680666

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WOREW, 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 | | |
| 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 | | |
| <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: | 10/13/2021 | | |
| Total Attachments: 6 | | | |
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") made effective December 31, 2017 by and between WOREW, 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: CIAS, Stylized Mark, Reg. No. 3993125, filed November 17, 2010

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

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

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:

CERTIFIEDRESIDENTIALINVESTMENTAGENT.COM

CERTIFIEDRESIDENTIALINVESTMENTAGENT.NET

CERTIFIEDRESIDENTIALINVESTMENTAGNET.COM

CERTIFIEDRESIDENTIALINVESTMENTAGNET.NET

CERTIFIEDRESIDENTIALINVESTMENTSPECIALIST.COM

CERTIFIEDRESIDENTIALINVESTORAGENT.COM

CERTIFIEDRESIDENTIALINVESTORAGENT.NET

INVESTMENTAGENTSPECIALIST.COM

INVESTORAGENTSPECIALIST.COM

CERTIFIEDRESIDENTIALINVESTMENTADVISOR.COM

CERTIFIEDRESIDENTIALINVESTMENTADVISOR.NET

CERTIFIEDRESIDENTIALINVESTORADVISOR.COM

CERTIFIEDRESIDENTIALINVESTORADVISOR.NET

CERTIFIEDRESIDENTIALINVESTORADVISOR.INFO

CERTIFIEDRESIDENTIALINVESTMENTADVISOR.ORG

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
CREATEGENERATIONALWEALTH.COM

CREATEGENERATIONALWEALTH.NET

GENERATIONALWEALTHBOOK.COM

GENERATIONALWEALTHBOOK.NET

CREATEGENERATIONALWEALTH.INFO

GENERATIONALWEALTHBOOK.INFO

CIASFIRSTTIMEINVESTOR.COM

CIASMOVEUPINVESTOR.COM

CIASPERFORMANCEINVESTOR.COM

CIASPORTFOLIOINVESTOR.COM

CIASREHABANDRESELLINVESTOR.COM

CIASREHABRESELLINVESTOR.COM


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

By: 
Alexander John Charfen, its Manager

Date: 1/23/2018

WOREW, LLC

By: 
Kegan, LLC, its Manager
By: Alexander John Charfen, its Manager

Date: 1/23/2018