

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690379

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIFEWAY CHRISTIAN RESOURCES OF THE SOUTHERN BAPTIST CONVENTION		07/06/2020	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	3217 Productions, LLC		
Street Address:	105 BURNTASH LN		
City:	HENDERSONVILLE		
State/Country:	TENNESSEE		
Postal Code:	37075-7222		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75519105	SONPOWER	
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:	6154967405		
Email:	midtnlaw@gmail.com		
Correspondent Name:	Gregory E. Seneff Sr.		
Address Line 1:	2915 Oak Grove Church Road		
Address Line 4:	Bethpage, TENNESSEE 37022		
NAME OF SUBMITTER:	Gregory E. Seneff, Sr.		
SIGNATURE:	/s/ Gregory E. Seneff, Sr.		
DATE SIGNED:	11/24/2021		
Total Attachments: 7			
source=SonPower Asset Purchase Agmt.20200619 (1) (3)#page1.tif			
source=SonPower Asset Purchase Agmt.20200619 (1) (3)#page2.tif			
source=SonPower Asset Purchase Agmt.20200619 (1) (3)#page3.tif			
source=SonPower Asset Purchase Agmt.20200619 (1) (3)#page4.tif			

OP \$40.00 75519105

source=SonPower Asset Purchase Agmt.20200619 (1) (3)#page5.tif
source=SonPower Asset Purchase Agmt.20200619 (1) (3)#page6.tif
source=SonPower bill of sale#page1.tif

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”), dated June ____, 2020, by and between Renee F. Hardwick (entity?), address (“Buyer”) and LifeWay Christian Resources d/b/a LifeWay Worship, 1 LifeWay Plaza, Nashville, Tennessee 37234 (“Seller”), who agree as follows:

ARTICLE 1 PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale of Assets. At the Closing, Seller shall sell, transfer, convey, assign and deliver to Buyer, free and clear of any liens or encumbrances of every kind and description, all of Seller’s worldwide rights, title, interests in and to and possession of Seller’s **SonPower®** brand and enterprise (“SonPower”), as more specifically set forth on Schedule 1.1 (collectively, the “Assets”).

1.2 Seller’s Retention of Liabilities. Buyer shall not acquire and shall have no obligation with respect to any liabilities of Seller of any kind or nature. Seller retains all liabilities of any kind, known or unknown associated with SonPower, to the extent incurred prior to the Closing or relating to licenses or contracts not expressly assigned hereunder.

ARTICLE 2 CONSIDERATION

The purchase price (“Purchase Price”) for the Assets shall be Two Thousand and No/100 Dollars (\$2,000.00) payable within 5 days of the full execution of this Agreement.

ARTICLE 3 CLOSING — OBLIGATIONS OF THE PARTIES

3.1 Closing Date. The closing (“Closing”) shall take place and become effective when this Agreement has been executed by both parties and full payment as set forth in Article 2 above has been made.

3.2 Obligations of the Parties at the Closing.

(a) **Deliveries by Seller.** At the Closing, Seller will deliver to Buyer duly executed copies of (i) a **Bill of Sale**, and (ii) an **Assignment of All Copyrights, Trademarks and Any and All Other Intellectual Property** similar to the documents attached to this Agreement as an Exhibit, to, inter alia, vest in Buyer all of Seller’s rights, title to and interests in the Assets.

(b) **Deliveries by Buyer.** At the Closing, Buyer shall deliver to Seller (i) the Purchase Price as specified in Article 2.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES BY SELLER

Seller hereby represents and warrants as follows:

(a) **Binding Agreement.** This Agreement constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms.

(b) **Good Title.**

(1) Seller owns and has good and valid title to the Assets, and such Assets are, or will be at Closing, free and clear of any and all liens, claims, charges, pledges, security interests, option to purchase, encumbrances or equitable interests of any nature whatsoever;

(2) there is no pending or threatened claim against the Seller or litigation contesting the validity, ownership or right to use, sell, license or dispose of any of the Assets, nor, to Seller's knowledge, is there any basis for any such claim, nor has Seller received any notice asserting that any such Asset or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other party, nor, to Seller's knowledge, is there any basis for any such assertion

(3) to Seller's best knowledge, there is no material unauthorized use, infringement or misappropriation on the part of any third party of any of the Assets.

(c) **Condition of Certain Assets.** The tangible personal property included as part of the Assets is in good, serviceable and resalable condition.

(d) **Complete Listing.** Schedule 1.1 contains a true and complete list of all SonPower Assets.

(e) **Non-Infringement.** Except as provided in Schedule 4(b), neither the development, manufacture, marketing, license, sale or use of any SonPower product or any of the Intellectual Property Assets currently licensed, used or sold by Seller in the SonPower enterprise or currently under development in the SonPower enterprise violates or will violate any license or agreement to which Seller is a party or infringes or will infringe any copyright, patent, trademark, service mark, trade secret or other intellectual property or other proprietary right of any other party. All registered Intellectual Property Assets (including without limitation trademarks, domain names, service marks, patents and copyrights) are valid and subsisting.

(f) **Compliance.** Each of the services and products ("Deliverables") produced, sold or provided by Seller in connection with the Brand is, and at all times has been, in compliance in all material respects with all applicable federal, state, local and foreign laws and regulations and is, and at all relevant times has been, fit for the ordinary purposes for which it is intended to be used and conforms in all material respects to any promises or affirmations of fact made in connection with the sale of such Product. There is no design defect with respect to any of the Deliverables, and each of the Deliverables contains adequate warnings, presented in a reasonably prominent manner, in accordance with applicable laws and current industry practice with respect to its contents and use. There are no claims, actions, suits, inquiries, proceedings or investigations pending by or against Seller, relating to any Deliverables of the Brand and containing allegations that such Deliverables are defective or were improperly designed or manufactured or improperly labeled or otherwise improperly described for use.

(g) **Internet Websites.** None.

(h) **No Conflicts.** The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby do not and will not with the passing of time, the giving of notice or both breach, violate or conflict with any instrument or agreement governing any of the Intellectual Property Assets and will not cause the forfeiture or termination or give rise to a right of forfeiture or termination of any of the Intellectual Property Assets or in any

material way impair the right of Buyer to use, sell, license or dispose of, or to bring any action for the infringement of, any of the Intellectual Property Assets or portion thereof.

(i) **Contracts.**

(1) Seller is not and, to the knowledge of Seller, no other party is, in default or breach of any of its obligations under any license or contract to be assigned hereunder (“Contract”), nor are there any presently existing facts or circumstances which, with the giving of notice or passage of time or otherwise, would give rise to or constitute such a default or breach, and each such Contract to which Seller is a party is in full force and effect and is valid and binding upon the parties thereto.

(2) Seller has not entered into any agreement under which Seller is restricted from selling, licensing or otherwise distributing any SonPower related deliverables to any class of customers, in any geographic area, during any period of time or in any segment of the market.

(3) After the Closing, Buyer will not be prevented by any act of Seller from changing prices charged in any future agreement to existing or future customers of any of the SonPower deliverables.

ARTICLE 5 COVENANTS AND AGREEMENTS

The parties hereto agree that from the date hereof such parties will fulfill the following covenants and agreements unless otherwise consented to by the other party in writing:

5.1 Seller. Seller agrees to cease its use and exploitation of any and all of the SonPower Assets effective as of the date of the Closing, and to the extent there are existing SonPower activities ongoing with third parties as of the date of the Closing, Seller shall be obligated to discontinue such activities as soon as practicable.

5.2 Buyer. Buyer agrees that it will not use any intellectual property of Seller heretofore associated with SonPower at any time until after the Closing.

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, each party (as “Indemnitor”) agrees to defend, indemnify, save, and hold harmless the other party, its subsidiaries and affiliates and all of its and their respective shareholders, trustees, directors, officers, agents, servants, employees, assigns, members and insurers (hereinafter, collectively, “Indemnitees”) from and against any and all demands, actions, suits, judgments, settlements, reasonable attorneys’ fees, claims, losses, damages, fines, penalties, fees, costs and expenses of any kind or nature whatsoever (hereinafter, collectively, “Claims”) that arise out of or relate to either (i) any liability or obligation of the Indemnitor in connection with the Assets or this Agreement, and/or (ii) the Indemnitor’s breach of its obligations, representations or warranties under this Agreement, and/or (iii) the failure of the Indemnitor to properly perform any of its obligations to be performed under the terms of this Agreement, whether prior to, on or after the Closing. Such indemnification and hold harmless shall not apply to Claims to the extent caused by the actionable conduct of the indemnified party.

Each party will promptly notify the other party upon receipt of any Claim or legal action arising out of activities conducted pursuant to this Agreement. For any third party Claim or legal action, the Indemnitor

shall have sole carriage of all negotiations, discussions, litigation and settlements in respect to the defense of such matters. Except to the extent provided by any applicable statute of limitations, the rights and responsibilities established in this paragraph shall survive the termination of this Agreement.

**ARTICLE 7
SURVIVAL OF REPRESENTATIONS**

All representations, warranties, covenants and agreements by the parties contained in this Agreement shall survive the Closing.

**ARTICLE 8
MISCELLANEOUS**

8.1 Expenses. Each party shall bear its own fees and expenses incurred in connection with this Agreement.

8.2 Assignability, Parties in Interest. All the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the respective heirs, successors, assigns and legal or personal representatives of the parties hereto.

8.3 Entire Agreement, Amendments, etc. This Agreement, including the schedules and exhibits and other documents referred to herein or delivered pursuant hereto, contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein or therein. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by all parties or their respective heirs, successors, assigns or legal personal representatives. Any condition to a party's obligations hereunder may be waived only by a written instrument signed by the party entitled to the benefits thereof. The failure or delay of any party at any time or times to require performance of any provision or to exercise its rights with respect to any provision hereof, shall in no manner operate as a waiver of or affect such party's right at a later time to enforce the same.

8.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee, without regard to its conflict of laws rules. The parties agree that the courts of Davidson County, Tennessee, shall have exclusive jurisdiction over any dispute arising hereunder.

8.5 Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax or electronic copies of a signatory's original signature on any such counterpart shall be considered to have the same legal effect as the original thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed electronically below, and acknowledged by the duly authorized officers of Buyer and Seller on the date first above written.

SEE ELECTRONIC SIGNATURES BELOW

**SCHEDULE 1.1
ASSETS**

**TRADEMARK
REEL: 007506 FRAME: 0110**

(a) In General. The term “SonPower” as used below shall be understood to include all assets or rights owned by, licensed to, leased by or otherwise contracted, granted or afforded to Seller (or any entity affiliated therewith), which are/were used exclusively as a part of SonPower.

(b) Included Assets. The Assets include the following SonPower interests and properties:

- (1) Tangible marketing and advertising materials and other tangible property;
- (2) Remaining inventory, a listing of which shall be delivered to Buyer with this document.
- (3) Intangible property, including—

(A) “Intellectual Property Assets,” including—

(i) certain product related items, namely, copyrights, trademarks, service marks, trade names, trade dress, names, logos, insignias, designs, artwork, photos, videos, text, scripts, whether registered or otherwise, published or unpublished, that are capable of being protected as intellectual property under state, federal or international law, and all applications therefor, and registrations and renewals thereof, together with all translations, adaptations, derivations, earlier and other versions and upgrades and combinations thereof, and all goodwill associated therewith, and, also associated therewith or independent thereof, and all of the text, literary content, design features, graphics and inventions contained therein or associated therewith—all in any stage of development, including, without limitation, development work-in-process, completed masters, and all modifications and enhancements thereto and derivations thereof, and causes of action against others applicable thereto, whether initiated, manufactured, licensed, published, distributed, abandoned, authored, discovered, developed, made, perfected, improved, designed, engineered, acquired, produced, conceived or first reduced to practice by Seller or any of its employees, agents or contractors and any other SonPower products or services in which the Seller has any proprietary rights or beneficial interest and other proprietary information and materials of any kind derived therefrom or relating thereto, and other intellectual property rights (if any) of Seller.

(ii) and, specifically the United States Trademark “SONPOWER”, serial number 75519105, registration number 2511370, for “entertainment services, namely, organizing and conducting a religious national youth live music festival.”; and

- (4) all of the goodwill concerned therewith.

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, LifeWay Christian Resources of the Southern Baptist Convention, a Tennessee not-for-profit corporation ("Seller"), does hereby sell, convey, transfer, assign and deliver to 3217 Productions LLC ("Buyer") the Assets identified on in that certain Asset Purchase Agreement (the "Agreement") of even date herewith by and between Buyer and Seller. Terms not otherwise defined here shall have the meanings ascribed to such terms in the Agreement.

TO HAVE AND TO HOLD all such assets unto Buyer, its successors and assigns, to and for their use and benefit forever.

Seller hereby covenants to Buyer that (a) Seller has good and marketable title to all items to be sold, transferred, assigned and conveyed hereunder, subject to no liens, claims, encumbrances or restrictions of any kind, (b) Seller has the right, power and authority to, and hereby does, sell, transfer, assign and convey all of said Assets free and clear of such liens, claims, encumbrances and restrictions, (c) Seller will warrant and defend Purchaser's right and title to said Assets against all claims whatsoever to the extent detailed in the Agreement, and (d) Seller will execute and deliver to Purchaser such further documents from time to time as may be necessary to consummate and confirm the transactions contemplated by the Agreement and this Bill of Sale.

6 IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed this day of July, 2020.

LifeWay Christian Resources of the Southern Baptist Convention

By: 

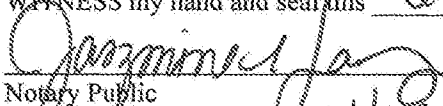
Name: Brian Brown

Title: Acting Director, LifeWay Worship

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public, the herein named individual signatory, with whom I am personally acquainted, who acknowledged that he executed the above instrument for the purposes therein contained, and who further acknowledged that he is the Acting Director of LifeWay Worship of LifeWay Christian Resources of the Southern Baptist Convention, a Tennessee not-for-profit corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand and seal this 6th day of July, 2020.


Notary Public
My Commission Expires: 01/03/2022

