

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695048

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Where Women Create, Inc.		11/17/2021	Corporation: UTAH
Jo Packham		11/17/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MADAVOR MEDIA, LLC		
Street Address:	35 BRAINTREE HILL OFFICE PARK		
Internal Address:	SUITE 101		
City:	BRAINTREE		
State/Country:	MASSACHUSETTS		
Postal Code:	02184		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	76686622	WOMEN CREATE	
Serial Number:	76687751	WHERE WOMEN CREATE	
Serial Number:	85975308	WHERE WOMEN COOK	
Serial Number:	86498214	INSPIRING WORK SPACES OF EXTRAORDINARY W	
Serial Number:	86498212	WHERE WOMEN CREATE BUSINESS	
Serial Number:	86498210	A PASSION FOR SUCCESS	
Serial Number:	86498207	WHERE WOMEN COOK THE HEART & SOUL OF COO	
Serial Number:	87815067	WHAT WOMEN CREATE	
Serial Number:	87849444	WHERE WOMEN CREATE WORK	
Serial Number:	88819849	WHEN WOMEN CREATE	
Serial Number:	90083512	HOUSEBROKEN PETS & THEIR PEOPLE	
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>			
Email:	wsavoy@patentgc.com		
Correspondent Name:	Wade Savoy, Patent GC LLC		

OP \$290.00 76686622

Address Line 1: 501 Boylston Street, 10th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER:	Madavor
NAME OF SUBMITTER:	Wade Savoy
SIGNATURE:	/Wade J. Savoy/
DATE SIGNED:	12/15/2021

Total Attachments: 5

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EXHIBIT C
FORM OF INTELLECTUAL PROPERTY ASSIGNMENT

11/17/2021
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This Intellectual Property Assignment Agreement (the "Agreement"), effective as of [DATE] (the "Effective Date"), is by and between WHERE WOMEN CREATE, INC., a Utah Corporation ("Seller"), Jo Packham ("Shareholder", and, together with Seller, the "Sellers") and MADAVOR MEDIA, LLC, a Delaware Limited Liability Company ("Buyer").

WHEREAS, Sellers and Buyer have entered into a certain ASSET PURCHASE AGREEMENT, dated as of [DATE] (the "Purchase Agreement"), pursuant to which, among other things, Sellers have agreed to convey, transfer, and assign to Buyer, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this Intellectual Property Assignment (the "IP Assignment");

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Shareholder hereby irrevocably conveys, transfers and assigns to Buyer all of Sellers's right, title, and interest in and to the following (the "Assigned IP"):

(a) all trademarks and service marks of Shareholder or Seller or any of its affiliates or principals that use or involve the name "Women Create" or "Where Women Create" or any derivative thereof or any similar name (including those contained in any social media account or handle or any telephone number) (collectively, the "Mark"), and any associated logo, registered and unregistered, together with the goodwill of the business connected with the use of, and symbolized by, the Mark;

(b) all domain names used by Seller in the conduct of its business as well any social media accounts or handles used by Seller in the conduct of its business

(c) all rights of any kind whatsoever of Seller accruing under the Mark provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no

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obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

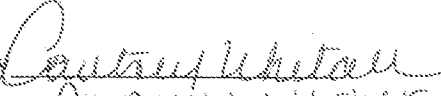
4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

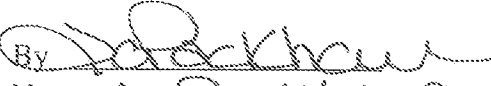
6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

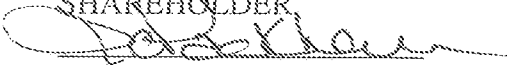
MADAVOR MEDIA, LLC

By 
Name: Courtney Whitaker
Title: Chief Operating Officer

WHERE WOMEN CREATE, INC.

By 
Name: Jo Packham
Title: Director

SHAREHOLDER


Jo Packham

SECTION 3.06(b)
PURCHASED IP

All right, title, and interest that Seller or Shareholder has in the names “Women Create” and “Where Women Create”, including without limitation any logos, trademarks or service marks (registered or unregistered) associated with each, all common law rights, all associated goodwill, all similar rights associated with each such name, and the trademarks, service marks, applications, and registrations set forth below, anywhere in the world; the domain names (set forth below) in the United States and any other domain names used by Seller in the conduct of its business; and any social media accounts or handles used by Seller in the conduct of its business.

The trademarks that Seller or Shareholder have registered or have applied to register are below. The registered rights held by Seller or Shareholder are limited to the category of goods or services identified in the trademark applications or registrations, to the extent they have not been abandoned as expressly disclosed to Buyer in writing, which does not limit the unregistered rights, common law rights, or other rights transferred hereunder. The parties acknowledge that US Reg. Nos. 4340108 and 5899224 are on the Supplemental Register, which does not limit the unregistered rights, common law rights, or other rights transferred hereunder.

NAME	FILING DATE	SERIAL #	REG'N #	REG'N DATE	STATUS
WOMEN CREATE (United States)	02/07/2008	76/686622	4,340,108	05/21/2013	ACTIVE
WHERE WOMEN CREATE (United States)	03/17/2008	76/687,751	3,631,849	06/2/2009	ACTIVE
WHERE WOMEN COOK (United States)	05/23/2011	85/975,308	4,007,675	08/02/2011	ACTIVE
WHERE WOMEN COOK (Canada)	03/26/2013	1619892	TMA888,144 File No. 1619892	10/16/2014	ACTIVE
INSPIRING WORK SPACES OF EXTRAORDINARY WOMEN (United States)	01/07/2015	85/498,214	4,825,706	10/06/2015	ACTIVE
WHERE WOMEN CREATE BUSINESS (United States)	01/07/2015	86/498,212	4,821,349	09/29/2015	ACTIVE

NAME	FILING DATE	SERIAL #	REG'N #	REG'N DATE	STATUS
A PASSION FOR SUCCESS (United States)	01/07/2015	86/498,210	4,821,348	09/29/2015	ACTIVE
WHERE WOMEN COOK THE HEART & SOUL OF COOKING (United States)	01/07/2015	86/498,207	4,821,346	09/29/2015	ACTIVE
WHERE WOMEN WORK (United States)	02/28/2018	87/815,260			ABANDONED
WHAT WOMEN CREATE (United States)	02/28/2018	87/815,067	5,899,224	10/29/2019	ACTIVE
WHERE WOMEN CREATE WORK (United States)	03/26/2018	87/849,444	5,651,522	01/08/2019	ACTIVE
WHEN WOMEN CREATE (United States)	03/03/2020	88/819,849			ACTIVE
HOUSEBROKEN PETS & THEIR PEOPLE (United States)	07/30/2020	90/083,512			ACTIVE

List of Domain Names, whether owned by Seller or Shareholder (other than those Excluded Domain Names set forth below)

BagsUncommon.com
ChapelleLtd.com
InThisTogether.love
JoPackham.com
MiloandJo.com
OurPetTales.com
PetsInTheStudio.com
PetTales.us
PictureYourselfSkinny.com
SilverSuitcaseSociety.com
TheArtGirlsRoadshow.com
TheCreativeConnection.com
TheCreativeConnectionEvent.com
TheMenWeCrave.com
TheMenWhoMakeIt.com

TheSuccessofPassion.com
ThePassoinOfSuccess.com
WhatWomenCreate.com
WhereBusinessWomenCreate.com
WhereMomsCreate.com
WhereWomenCook.com
WhenWomenCreate.com
WhereWomenCreateBusiness.com
WhereWomenCreateWork.com
WhereWomenWork.Us
WhyWomenCreate.com
WomenCreate.com
WomenCreateHandmade.com
WomenWhoCreate.com
WWCPress.com

Excluded Domain Names

AvenueArts.com
TheUrbanStudio.com
UrbanStudio25.com

