

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM794732

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900751628		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifeway Christian Resources of the Southern Baptist Convention		12/30/2020	Non-Profit Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Ridgecrest Foundation, Inc.		
Street Address:	PO Box 128		
City:	Ridgecrest		
State/Country:	NORTH CAROLINA		
Postal Code:	28770		
Entity Type:	Non-Profit Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2116058	RIDGECREST	
Registration Number:	5797365	CAMP CRESTRIDGE	
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:	844-763-3347		
Email:	trademarks@sneedlegal.com		
Correspondent Name:	Jason M. Sneed		
Address Line 1:	445 South Main Street		
Address Line 2:	Suite 400		
Address Line 4:	Davidson, NORTH CAROLINA 28036		
ATTORNEY DOCKET NUMBER:	1215, 1216		
NAME OF SUBMITTER:	Jason M. Sneed		
SIGNATURE:	/Jason M. Sneed/		
DATE SIGNED:	03/15/2023		
Total Attachments: 5			

source=20201230 Assignment of Intellectual Property from Lifeway to Ridgecrest Foundation Inc#page1.tif
source=20201230 Assignment of Intellectual Property from Lifeway to Ridgecrest Foundation Inc#page2.tif
source=20201230 Assignment of Intellectual Property from Lifeway to Ridgecrest Foundation Inc#page3.tif
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of December 30, 2020, is by and between **LIFEWAY CHRISTIAN RESOURCES OF THE SOUTHERN BAPTIST CONVENTION**, a Tennessee non-profit corporation ("Assignor"), and **RIDGECREST FOUNDATION, INC.**, a Delaware non-profit corporation ("Assignee"), and together with the Assignor, the "Parties" and each, a "Party").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee acquired all property rights, title and interest in and to in and to the Ridgecrest Intellectual Property (as such term is defined in the Asset Purchase Agreement), each of which is set out on Schedule I hereto and incorporated herein (the "Ridgecrest Intellectual Property"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Asset Purchase Agreement and for recording with governmental authorities, including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, transfers, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Ridgecrest Intellectual Property, throughout the world, together with the goodwill of the business symbolized by the Ridgecrest Intellectual Property, including, without limitation, any and all causes of action and other rights assertable under the Ridgecrest Intellectual Property, the right but not the obligation to sue third parties for infringement of or improper activities regarding the Ridgecrest Intellectual Property, and the right to enjoy all of the monetary benefits obtained as a result of any exploitation thereof or litigation related thereto, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. This Assignment is absolute, exclusive and irrevocable.

3. Recordation and Further Assurances. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by Assignee to evidence this Assignment with applicable registrars and/or government authorities. Assignor further covenants that Assignor will, upon the Assignee's reasonable request and without further consideration, promptly provide to Assignee all pertinent facts, documents and specimens relating to the Ridgecrest Intellectual Property and all legal equivalents as may be known or accessible to Assignor. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Assignment upon request of Assignee.

4. Transfer of Ridgecrest Intellectual Property. In addition to the assignment of rights effectuated by this Assignment as of the date hereto, on or before April 1, 2021, Assignor agrees to take such additional actions as may be required and to make all necessary or appropriate arrangements to

complete and effectuate the transfer to Assignee of the entire right, title, interest and control in and to the Ridgecrest Intellectual Property.

5. Transfer of Domain Names. Without limiting the legal effect of this Assignment, on or before April 1, 2021, Assignor agrees to make all necessary or appropriate arrangements to complete and effectuate the transfer to Assignee of the entire right, title, interest and control in and to the domain names set forth on Schedule I attached hereto, including, for example, obtaining and promptly providing to Assignee relevant domain name transfer authorization codes, and Assignee will provide reasonable cooperation and assistance to Assignor. If the relevant domain name registrar allows for the electronic transfer of the domain names, then Assignor shall perform all steps necessary to transfer the domain names to Assignee electronically with the registrar.

6. Terms of the Purchase Agreement. This Assignment is subject to the terms, representations, warranties, covenants, agreements and indemnities of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule.

8. Successors and Assigns. This Assignment shall bind and inure to the benefit of and be enforceable by the Parties hereto and their respective successors and permitted assigns, including, without limitation, any entity into which Assignee merges or transfers substantially all of its assets.

9. Modification and Waiver. Neither this Assignment nor any term or provision hereof may be changed, modified, waived, discharged or terminated orally or in any manner other than by an instrument in writing signed by the Party against whom the enforcement of such change, modification, waiver, discharge or termination is sought.

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

[Signature Page Follows]

IN WITNESS WHEREOF, each of the Parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

LIFEWAY CHRISTIAN RESOURCES OF THE
SOUTHERN BAPTIST CONVENTION

By: *Ben Mandrell*
Name: Ben Mandrell
Title: President

STATE OF Tennessee

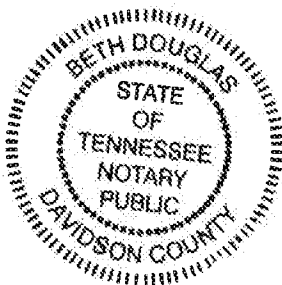
COUNTY OF Davidson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Ben Mandrell, as President of LIFEWAY CHRISTIAN RESOURCES OF THE SOUTHERN BAPTIST CONVENTION, a Tennessee non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of December, 2020.

Notary Public *Beth Douglas*

(SEAL) My Commission Expires: 1-8-24



Signature Page to Intellectual Property Assignment

ASSIGNEE:

RIDGECREST FOUNDATION, INC.

By: [Signature]
Name: Jeff Butler
Title: Chairman

STATE OF Florida

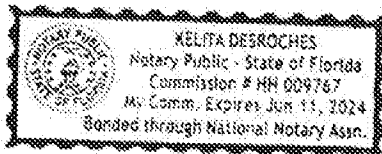
COUNTY OF Orange

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jeff Butler as Chairman of RIDGECREST FOUNDATION, INC., a Delaware non-profit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 30 day of December, 2022.

Notary Public [Signature]

{SEAL} My Commission Expires: 6-11-24



Signature Page to Intellectual Property Assignment

Exhibit to Asset Purchase Agreement between Lifeway Christian Resources of the Southern Baptist Convention (“Seller”) and Ridgecrest Foundation, Inc. (“Purchaser”) dated as of December 30, 2020.

Exhibit 8.3.5

and

Schedule to Intellectual Property Assignment between Lifeway Christian Resources of the Southern Baptist Convention (“Assignor”) and Ridgecrest Foundation, Inc. (“Assignee”) dated as of December 30, 2020.

Schedule I

Ridgecrest Intellectual Property

(1) The trademarks or service marks filed (active or abandoned) with the United States Patent & Trademark Office:

Trademark / Jurisdiction / Class / Services	Status	Registration Number	Filing Date Registration Date
Ridgecrest (Word Mark) United States / IC 041. US 100 101 107. G & S: arranging and conducting educational and religious seminars, conferences and workshops in the field of religion.	Registered / Live	2116058	Filing Date: November 15, 1996 / Registration Date: November 25, 1997
Camp Crestridge (Word Mark) United States / IC 025. US 022 039. G & S: Clothing, namely, T-shirts, sweatshirts, hats, blankets, namely, wearable blankets in the nature of blankets with sleeves, jackets, vests, polo shirts, scarfs, socks. IC 041. US 100 101 107. G & S: Summer camp services; providing a website featuring information about summer camps; blogs featuring summer camp information.	Registered / Live	5797365	Filing Date: May 24, 2018 Registration Date: July 9, 2019
Camp Ridgecrest (Word Mark) United States / (ABANDONED) IC 025. US 022 039. G & S: Clothing; clothing, namely, T-shirts, sweatshirts, hats, blankets, jackets, vests, polos, scarfs, socks. (ABANDONED) IC 041. US 100 101 107. G & S: Summer camp services, websites, and blogs featuring summer camps.	Abandoned	N/A	Filing Date: May 22, 2018 Abandonment Date: March 19, 2019