Form PTO-1594 (Rev. 12-11) OMB Collection 0651-0027 (exp. 04/3)

08/29/2012



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U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

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To the Director of the U. S. Patent and Trademark Office: Pleas	se record the aπached documents or the new address(es) below.
1. Name of conveying party(ies):	2. Name and address of receiving party(ies)
To the Director of the U. S. Patent and Trademark Office: Pleas 1. Name of conveying party(ies): Received AUG 2 9 2012 AUG 2 9 2012	Additional names, addresses, or citizenship attached?
Shaquille O'Neal and David M. Kopp	Name: Mine O'Mine, Inc.
、 Sth Floor ※/	c/o Boulevard Management Street Address: 21731 Ventura Blvd., #300
☐ Individual(s) ☐ Association ☐ Limited Partnership	
Corporation- State:	- 116
Other	
Citizenship (see guidelines) United States	Country: U.S. A. Zip: 91364
Additional names of conveying parties attached? Yes X No	Individual(s) Citizenship Association Citizenship
3. Nature of conveyance/Execution Date(s):	Partnership Citizenship
	Limited Partnership Citizenship
Execution Date(s) July 31, 2012	X Corporation Citizenship Nevada
Assignment — Merger	Other Citizenship
Security Agreement Change of Name	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
Other	(Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text	d identification or description of the Trademark. B. Trademark Registration No.(s)
85/547071 LEADERSHAQ	
	Additional sheet(s) attached? Yes X No
C. Identification or Description of Trademark(s) (and Filing	Date if Application or Registration Number is unknown):
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Jennifer Ko Craft	6. Total number of applications and registrations involved:
Internal Address: Gordon & Silver, Ltd.	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00
Street Address: 3960 Howard Hughes Pkwy., 9th Floor	Authorized to be charged to deposit account Enclosed
City: Las Vegas	8. Payment Information:
State: NV Zip: 89169	20008006 85547071
Phone Number: (702) 796-555	8. Payment Information:
Docket Number: 102814-001	Deposit Account Number
Email Address:trademarks@gordonsilver.co	n Authorized User Name
9. Signature:	August 24, 2012
Signature	Date
Jennifer Ko Craft	Total number of pages including cover sheet, attachments, and document:
Name of Person Signing	Sheet, attachments, and document.

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

This assignment ("Assignment") is entered into as of the Effective Date between Dr. David Kopp and Shaquille O'Neal (collectively, "Assignors"), on the one hand, and Mine O' Mine, Inc. ("Assignee"), on the other hand.

In consideration of the covenants, representations and warranties set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

- 1. Assignors hereby irrevocably assign, transfer and convey to Assignee, without any restrictions, limitations or reservations, and Assignee does hereby accept the assignment, transfer and conveyance of, all of Assignors' entire right, title, and interest in and to the mark LEADERSHAQ and any stylizations, designs or the like associated therewith, including, without limitation, U.S. Applications assigned U.S. Serial Number: 85547071, any other federal trademark applications, state trademark applications and common law rights therein, and goodwill associated with and symbolized thereby and, in accordance with 15 U.S.C § 1060, the portion of the business to which the mark pertains (collectively, "Assigned Intellectual Property"), all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringements, violations, dilutions or contract breaches, together with the right at law or equity to sue and recover for any past, continuing and/or future infringements, violations, dilutions or contract breaches and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date, all of the foregoing rights, titles and interests to be held and enjoyed by Assignee, for Assignee's own use and benefit and for the use and benefit of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, transfer and conveyance had not been made. Additionally, Assignors hereby waive and release any claim of infringement of any right, title, or interest of Assignors (whether based in any intellectual property right, other proprietary interest whatsoever or applicable fiduciary theory) in, to or respecting the Assigned Intellectual Property and shall never challenge nor dispute Assignee's right, title, and interest in and to the Assigned Intellectual Property.
- 2. At Assignee's request, Assignors shall execute all documents and do all other lawful acts necessary to effect the clarification of ownership of all right, title and interest in and to the Assigned Intellectual Property to Assignee and to allow Assignee to apply for and prosecute any applications for the Assigned Intellectual Property (including, without limitation, U.S. Serial Number: 85547071), and maintain any resulting registrations and any extensions, renewals and/or reissues thereof; and cooperate with and assist Assignee in connection with any legal actions, oppositions, cancellation proceeding or other proceedings brought by or against Assignee regarding the Assigned Intellectual Property.
- 3. Assignors hereby covenant, represent, warrant and agree as of the Effective Date that: Assignors have the capacity and authority to enter into this Agreement and have not previously entered into any contracts or agreements or executed any other instruments that conflict with any of the rights assigned to Assignee hereunder; Assignors own all right, title and interest in and to the Assigned Intellectual Property; the Assigned Intellectual Property is free of any liens, security interests, licenses or other encumbrances of whatsoever nature; the Assigned Intellectual Property has not been, and is not currently, the subject matter of any litigation, claims or other legal proceedings nor have Assignors received any notice of such pending matters; and Assignee's

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exercise of any of the rights assigned to Assignee hereunder shall not violate any law or infringe the rights of any third party (including, without limitation, any intellectual property rights).

- 4. This Agreement shall constitute the sole, entire and binding agreement between the parties with respect to the subject matter set forth herein. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties with reference to the subject matter of this Agreement will be of any force or effect. Any amendment or modification of this Agreement must in writing and signed by the parties.
- 5. This Agreement and all transactions hereunder shall be governed by and construed in accordance with the laws of the state of Nevada, except that the conflicts of law principles of the state of Nevada, shall not apply so as to make the law of another jurisdiction applicable. Venue and jurisdiction for any claim with respect to or arising out of this Agreement shall lie in the state or federal courts of Las Vegas, Nevada, to which the parties hereby unconditionally consent.
- 6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, bears the signature of all the parties reflected as the signatories. Any photocopy or facsimile of this Agreement, with all signatures reproduced on one or more sets of signature pages, shall be considered for all purposes as if it were an executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the Effective Date and each of the undersigned represent that he or she has the authority to legally bind his or her respective entities.

David M. Kopp

Shaquille O'Neal

Date: 7/25/12

Jate: 1127 v 31 2012

Mine O'Mine, Inc

By Shaquille Neal

Its: President

Date: July 31, 2012 ("Effective Date")