

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Access Web, LLC		12/13/2013	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Mr. John R. Drake Jr.		
Street Address:	317 Robin Hood Lane		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92627		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Ms. Melody L. Drake		
Street Address:	317 Robin Hood Lane		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92627		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3574524	ACCESSWEB	
CORRESPONDENCE DATA			
Fax Number:	7144441330		
<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:	(714) 444-1300 x101		
Email:	bdrake@accessweb.com		
Correspondent Name:	John R. Drake Jr.		
Address Line 1:	317 Robin Hood Lane		
Address Line 4:	Costa Mesa, CALIFORNIA 92627		
NAME OF SUBMITTER:	John R. Drake, Jr.		
SIGNATURE:	/John R. Drake, Jr./		
DATE SIGNED:	08/04/2014		

OP \$40.00 3574524

Total Attachments: 4

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AGREEMENT OF ASSIGNMENT FOR USPTO SERVICE MARK

This AGREEMENT OF ASSIGNMENT OF SERVICE MARK ("Agreement") dated as of the date last set forth by the Parties' signatures below, is entered into by and among, JOHN ROBERT DRAKE, JR. AND MELODY LYNN DRAKE, individuals (hereinafter referred to as "DRAKES"), and ACCESS WEB, LLC, a California Limited Liability Company (hereinafter referred to as "AW"). All of DRAKES and AW are sometimes hereinafter referred to individually as a "PARTY" and collectively as the "PARTIES".

RECITALS

- A. DRAKES have been long-time investors in AW.
- B. On or about December 15, 2013 AW and DRAKES entered into an agreement to transfer the ownership of the Access Web service mark, USPTO Reg. No. 3,574,524 from AW to DRAKES.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual undertakings contained in this Agreement and other good and sufficient consideration, the Parties hereto agree as follows:

TERMS OF AGREEMENT

1. EXECUTION OF AGREEMENT. On the execution of this Agreement by all Parties, DRAKES
2. Consideration. This is being transferred in satisfaction of a portion of monies invested by DRAKES in AW since October 2006.
3. RELEASE. In consideration of the terms and conditions of this Agreement, each of the Parties does hereby release and discharge the other Party and each of their respective affiliates, officers, directors, employees, attorneys, agents, servants, heirs, administrators, executors, successors, trustees, representatives and assigns, jointly and severally, free and harmless from and against any and all rights, claims, debts, demands, acts, agreements, liabilities, obligations, damages, costs, fees (including, without limitation, attorney's fees) expenses, actions and/or causes of action of every nature, character, description, whether known or unknown, suspected or unsuspected, which any Party now owns or holds, or has at any time heretofore owned or held, against the other Party which relate to and arise out of transferring this service mark from AW to DRAKES..
4. WAIVER OF CIVIL CODE SECTION 1542. The Parties hereto understand and agree that the release provided herein extends to all claims of every nature and kind, whether known or unknown, suspected or unsuspected as set forth in Section 4 above. The Parties expressly waive and relinquish any and all rights under California Civil Code Section 1542 as to the transactions, occurrences and facts set forth in this Agreement, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

5. CONDITION PRECEDENT. Notwithstanding anything herein to the contrary, this Agreement shall not become effective or enforceable unless and until it has been executed by all of the Parties.
6. FURTHER ASSURANCES. Each Party hereto acknowledges that such Party will execute, acknowledge, and deliver any further documents and other assurances, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by any other Party to carry out the purpose and

intent of this Agreement.

7. RIGHT OF SPECIFIC PERFORMANCE. All Parties agree that the remedy at law for breach of the obligations created by this Agreement shall be inadequate and a Party, in addition to all other remedies, may enforce the provisions of this Agreement by injunction issued by any court of competent jurisdiction.

8. REPRESENTATIONS AND WARRANTIES. The Parties represent and warrant to and agree with each other as follows:

- a. Each Party has had an opportunity to seek out and obtain independent legal advice from attorneys of their choice with respect to the advisability of making the settlement and the release as provided herein and with respect to the advisability of executing this Agreement if said Party so desired.
- b. There are no other agreements or understandings between the Parties hereto relating to the matters and releases referred to in this Agreement.
- c. All Parties hereto and their counsel, if any, have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.
- d. The terms of this Agreement are contractual and are the result of negotiation among the Parties.
- e. This Agreement has been carefully read by each of the Parties and the contents thereof are known and understood by each of the Parties.
- f. Each Party covenants and agrees not to bring any action, claim, suit or proceeding against any Party hereto directly or indirectly regarding or relating to the matters released hereby, and each further covenants and agrees that this Agreement is a bar to any such claim, action, suit or proceeding.

9. COVENANTS RE-ASSIGNING. The Parties hereto, and each of them, represent and warrant to each other that each is the sole and lawful owner of all right, title and interest in and to every claim and other matter which each purports to create or release herein, and that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, association, corporation or other entity, any right, title or interest in any such claim or other matter. In the event that such representation is false, and any such claim is asserted against any Party hereto (and/or the successor of such Party) by any Party or entity who is the assignee or transferee of such claim or matter, that the Party hereto who assigned or transferred such claim or matter shall fully indemnify, defend and hold harmless the Party against whom such claim or matter is asserted (and its successors) from and against such claim or matter and from all actual costs, fees, expenses, liabilities, and damages which the Party (and/or its successors) incurs as a result of the assertion of such claim or matter.

10. SURVIVAL OF WARRANTIES. The representations and warranties contained in this Agreement are deemed to and do survive the closing hereof.

11. MODIFICATIONS. This Agreement may not be amended, cancelled, revoked or otherwise modified except by a written agreement subscribed by all the Parties to be charged with such modification.

12. AGREEMENT BINDING ON SUCCESSORS. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective affiliates, members, partners, employees, attorneys, agents, servants, heirs, administrators, executors, successors, trustees, representatives and assigns.

13. SEVERABILITY AND CONSTRUCTION. If a provision of this Agreement is held to be illegal or invalid by a court of competent jurisdiction, such provision shall:

- a. Be rewritten by the court to be legal and valid so long as the rewritten provision remains consistent with the intent of the Parties, expressed herein; or
- b. Deemed to be severed and deleted. Neither such revision shall affect the validity of the remaining provisions.

15. ATTORNEYS' FEES. The Parties hereto agree to pay their own costs and attorneys' fees except that in the event that any action, suit or other proceeding is instituted to prevent or obtain relief from a breach of this Agreement, arising out of a breach of this Agreement, involving claims within the scope of the releases contained in this Agreement, or pertaining to a declaration of rights under this Agreement, the prevailing Party shall recover all

of such Party's reasonable attorneys' fees incurred in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom.

16. AUTHORITY OF PARTIES. The Parties hereto represent and warrant to each other on behalf of themselves that they are duly authorized to enter into and be bound by this Agreement, that the individual signing this Agreement on their behalf is duly authorized to enter into and bind them to its terms and that by signing this Agreement, they are bound to the terms thereof.

17. NOTICES TO PARTIES. Except as otherwise expressly required by law, all notices or transmittals required or permitted to be given by this Agreement are deemed duly served or completed, either when personally delivered to the Party to whom it is addressed, or when mailed by registered or certified U.S. mail addressed as follows:

If to DRAKES:	John & Melody Drake 317 Robin Hood Lane Costa Mesa, CA 92627
If to AW:	John R. Drake, Jr., Member ACCESS WEB, LLC P.O. Box 10176 Costa Mesa, CA 92627-0176
Copy to:	Gregory K. Wanlass, Esq. LAW OFFICES OF GREGORY K. WANLASS P.O. Box 4036 Newport Beach, CA 92661-4036

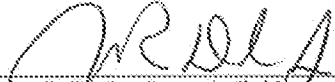
Any Party may change his, her or its respective address or addresses by giving written notice to the other Parties in the manner specified in this Section. Any notice delivered shall be deemed effective as of the date of delivery, and any notice mailed, as provided in this Section, shall be effective at the expiration of 72 hours after deposit of the notice, with postage prepaid, in the United States mail at any place within the State of California.

18. EXECUTION AND COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature of any Party received via facsimile or electronic transmission shall be deemed to be an original signature hereof.

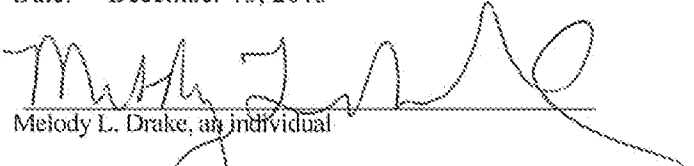
19. TIME OF ESSENCE. Time is of the essence in the performance of each Party's obligations as provided for in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below at Costa Mesa, California.

DRAKES:


John R. Drake, Jr., an individual

Date: December 13, 2013


Melody L. Drake, an individual

Date: December 13, 2013

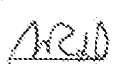
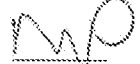
AW:

ACCESS WEB, LLC, A California Limited Liability Company

By 
John R. Drake, Jr., Member

Date: December 13, 2013

By initialing here, I indicate I have received a copy of this agreement:

DRAKES:  
AW: 