

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326166

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dream Courts, LLC		12/02/2014	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	WorldVentures Foundation		
Street Address:	5100 Tennyson Parkway		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75024		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3937379	DREAM COURTS	
Registration Number:	3992437	DC DREAM COURTS	
CORRESPONDENCE DATA			
Fax Number:	2144722150		
<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:	214-472-2143		
Email:	shelley.juskiewicz@solidcounsel.com		
Correspondent Name:	Shelley Juskiewicz		
Address Line 1:	2600 Network Blvd.		
Address Line 4:	Frisco, TEXAS 75034		
ATTORNEY DOCKET NUMBER:	8005.101		
NAME OF SUBMITTER:	Shelley Juskiewicz		
SIGNATURE:	/Shelley Juskiewicz/		
DATE SIGNED:	12/15/2014		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of November __, 2014, by and between Dream Courts, LLC ("Licensee"), an California limited liability company, ("Assignor"), and WorldVentures Foundation, a Texas Corporation ("Assignee").

WHEREAS, Assignor has registered with the United States Patent and Trademark Office (the "PTO") and other trademark offices registration(s) and application(s) for the trademarks set forth on Exhibit A hereto (the "Trademarks");

WHEREAS, Assignor desires to sell, assign, transfer and convey the Trademarks and all other intellectual property relating to the Trademarks including, without limitation, any logos, designs, variations or translations thereof (collectively, the "Property") to Assignee in exchange for payment of Eighteen Thousand and No/100s Dollars (\$18,000.00) (the "Payment") from Assignee to Assignor, and Assignee desires to purchase from Assignee all right, title and interest in and to the Property;

WHEREAS, it is the intention of the parties that Assignee will exclusively own all rights, title, and interest in and to the Property; and

WHEREAS, the parties desire to execute this Agreement in order to ensure that all rights, title, and interest in and to the Property are transferred and assigned to Assignee;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, conveys and delivers unto Assignee, and Assignee hereby accepts from Assignor, effective as the date hereof, all of Assignor's rights, title and interest in and to the Property, including the registrations and applications for registrations of the Property, together with the goodwill connected with and symbolized by such Property, as well as all rights to damages or profits, due or accrued, arising out of any infringement of, or interference with, such Property or injury to said goodwill and the right to sue for and recover the same in Assignee's own name.

2. Payment. Assignee hereby agrees to pay the Payment to the Hendricks McFarlane Client Trust Account for the benefit of Assignor upon delivery of the Property to Assignee free and clear of all encumbrances and the registration and recording with the PTO of the assignment of the Trademarks to Assignee. The parties acknowledge and agree that time is of the essence in this Agreement.

3. Registration and Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks. Assignor shall undertake registration and recordation of the change of the registered owner of the Trademarks with the PTO, and Assignor shall bear the registration fees incurred thereby.

4. Representations and Warranties. Assignor hereby represents and warrants to Assignee:

- a. Assignor is a limited liability company duly authorized and validly existing under the laws of California. Assignor has the power and authority to enter into this Agreement in the names, title and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by Assignor.
- b. Assignor has exclusive ownership of the Property and the full right, power and authority to sell, transfer, assign, convey, deliver and endorse the same to Assignee. Assignor has not sold, assigned or otherwise transferred any rights in or to the Property to any other party.
- c. Assignor shall deliver the Property free and clear of all liens, charges, security interest and other encumbrances. No rights or equity of any third party is prejudiced due to the using of the Trademarks. There is no litigation or any other dispute arising from or relating to the Property.
- d. Assignor has not done anything to release or impair the validity and enforceability of the Trademarks, and Assignor will not engage in any action that will be detrimental to the validity of the Trademarks after completion of the assignment.

5. Indemnification of the Company. Assignor agrees to indemnify and hold harmless Assignee and its managers, officers, affiliates, representatives, and anyone acting on its behalf from and against all damages, losses, costs, and expenses (including reasonable attorneys' fees) which it or any of them may incur by reason of the failure of Assignor to fulfill any of the terms or conditions of this Agreement, or by reason of any breach of the representations and warranties made by Assignor herein.

6. Further Assurances. Assignor agrees to provide Assignee with such further reasonable assistance as may be necessary to more effectively convey to, and confirm Assignee's title in the Property, including but not limited to executing, delivering, and recording other instruments of transfer, conveyance and assignment, and where necessary or helpful, appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

7. Successors and Assigns. This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.

8. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the law of State of Texas without regard to the choice of law principles thereof. Assignor and Assignee hereby consent to the jurisdiction of any state or federal court located within Collin County, Texas, and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. Assignor and Assignee expressly submit and consent to the jurisdiction of the aforesaid courts and waive any defense of forum non convenience.

9. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties hereto.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all such counterparts when taken together shall constitute one and the same instrument. A facsimile signature page or PDF copy of a signature page shall be deemed an original.

[Signature Pages Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

ASSIGNOR:

Dream Courts, LLC, a California limited liability company

By: 

Name: Teresa Banks

Its: President

ACKNOWLEDGEMENT

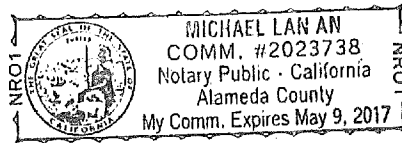
State of California)
County of Alameda)
_____)

On 2 December, 2014 before me, Michael Lan An, a Notary Public, personally appeared Teresa Banks, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the instrument in her authorized capacities and that by her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

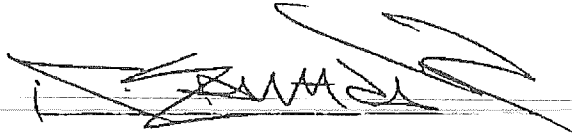
WITNESS my hand and official seal.





ASSIGNEE:

WORLDVENTURES FOUNDATION, a Texas Corporation

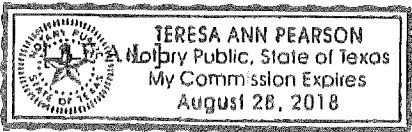
By: 

Name: Eddie Head

Title: Director

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SWORN TO AND SUBSCRIBED BEFORE ME, this 9th day of December 2014, to certify which, witness my hand and seal of office.




Notary Public, State of Texas

My Commission Expires:
August 28, 2018

TERESA ANN PEARSON
Printed Name of Notary Public

EXHIBIT A

Trademarks

<u>United States Trademark</u>	<u>Registration Number</u>	<u>Serial Number</u>
Dream Courts	3937379	85089825
DC Dream Courts	3992437	85087756