

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327861

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RG Ventures, LLC		12/31/2014	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Archware Partners Group, LLC		
Street Address:	1675 S. State Street		
Internal Address:	Suite B		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19901		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2936097	THE ROTO TIMES	
CORRESPONDENCE DATA			
Fax Number:	4809073003		
<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:	480-327-6652		
Email:	trademark@weissbrown.com		
Correspondent Name:	Garland A. Brown, Jr.		
Address Line 1:	6263 N. Scottsdale Road, STE 340		
Address Line 2:	c/o Weiss Brown, PLLC		
Address Line 4:	Scottsdale, ARIZONA 85250		
ATTORNEY DOCKET NUMBER:	1789.0002		
NAME OF SUBMITTER:	Garland A. Brown, Jr.		
SIGNATURE:	/Garland A. Brown, Jr./		
DATE SIGNED:	01/02/2015		
Total Attachments: 14			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), is dated as of December 31, 2014 ("Execution Date") and is effective as of December 31, 2014, at 11:59.59 p.m. ("Effective Date"), by and between **RG Ventures, LLC**, ("Assignor") and **Archware Partners Group, LLC**, ("Assignee"). From time to time herein, Assignor and Assignee shall collectively be referred to as "parties," and individually, each as a "party."

RECITALS

WHEREAS, Assignor owns certain intellectual property, including but not limited to, common law trademarks, registered trademarks, source code, programs and executable software, and domain names, among other things;

WHEREAS, specifically as it relates to domain names, Assignor desires to assign to Assignee, and Assignee desires to acquire all of Assignors' right, title, and interest in and to (i) the Internet domain names listed on Schedule 1, attached and incorporated into this Agreement and made a part of; (ii) any intellectual property rights in such domain names, including the goodwill of the associated business symbolized thereby; and (iii) any associated numerical internet protocol address(es) related thereto (collectively, and individually, the "Domain Names");

WHEREAS, specifically as it relates to trademarks, Assignor owns certain common law and registered trademarks, including but not limited to such trademarks which are specifically set forth on Schedule 2, attached and incorporated into this Agreement and made a part of; (collectively, the "Trademarks");

WHEREAS, specifically as it relates to source code, programs and executable software, Assignor owns certain code, including but not limited to such source code, programs and executable software which are set forth on Schedule 3, attached and incorporated into this Agreement and made a part of; (collectively, the "Code");

WHEREAS, specifically as it relates to trade secrets, Assignor owns certain trade secrets, including but not limited to such trade secrets (i), including but not limited to such as set forth on Schedule 4, attached and incorporated into this Agreement and made a part of; and (ii) information, including a formula, pattern, compilation, program, device, method, technique or process (collectively, the "Trade Secrets");

WHEREAS, the parties agree and understand, the Domain Names, the Trademarks, the Code, and the Trade Secrets shall collectively and individually be referred to herein as "Intellectual Property;"

WHEREAS, the parties agree and understand, Schedule 1, Schedule 2, Schedule 3, and Schedule 4 shall collectively be referred to herein as "Schedules," and individually each as a "Schedule;"

WHEREAS, Assignor desires to assign and convey to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in and to the Intellectual Property; and

WHEREAS, Assignor and Assignee agree and understand each shall enter into this Agreement to convey from Assignor to Assignee, all rights title, and interest in and to the Intellectual Property.

AGREEMENT

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

1. Trademark Assignment

1.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Trademarks and Assignee hereby accepts, fully and entirely, such from Assignor.

1.2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue all trademarks to Assignee, its successors and assigns, in accordance with the terms of this Agreement.

1.3. Assignor hereby further covenants and agrees that Assignor, will, without further consideration, communicate with Assignee, its successors and assigns, any facts known to Assignor respecting the Trademarks and testify in any legal proceeding, sign all lawful papers when called upon to do so, execute and deliver all papers that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its successors and assigns, execute all documents required, and generally do everything possible to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection for the Trademarks in the United States and any foreign country, it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne by Assignee, its successors and assigns.

1.4. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any goodwill or rights in or to the Trademarks.

1.5. Assignor hereby further transfers and assigns to Assignee all claims, causes of action, rights, and remedies arising under any of the Trademarks prior to or after the effective date of this Agreement, including but not limited to the right to recover for past infringements thereof.

2. Domain Name Assignment

2.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Domain Names and Assignee hereby accepts, fully and entirely, such from Assignor.

2.2. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any rights in or to the Domain Names, in whole or in part.

3. Code Assignment

3.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Code and Assignee hereby accepts, fully and entirely, such from Assignor.

3.2. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or

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claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any rights in or to the Code, in whole or in part.

4. Trade Secrets Assignment

4.1. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, all of Assignor's right, title, and interest in the Trade Secrets and Assignee hereby accepts, fully and entirely, such from Assignor.

4.2. Assignor hereby represents, warrants, and covenants that Assignor has the full right and authority to convey the interest assigned by this Agreement, free and clear of any encumbrance, lien, or claim, and that Assignor has not licensed to any other individual or entity, expressly, impliedly, by operation of law, or otherwise, any rights in or to the Trade Secrets, in whole or in part.

5. License Agreement

5.1. Subject to the terms and conditions of that certain definitive license agreement entered into by the parties, on even date attached and incorporated into this Agreement as Exhibit A ("License Agreement"), Assignee grants to Assignor a revocable, non-exclusive, non-transferable, and non-assignable license, for which Assignor shall pay Assignee a license fee to use the Intellectual Property.

6. General Provisions

6.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement along with each Schedule, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

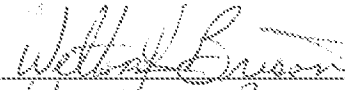
6.2. This Agreement shall be governed by and construed in accordance with Federal law, but if Federal law does not provide a rule of decision it shall be governed by and construed in accordance with the law of the State of Delaware (excluding any conflict of laws rule or principle under Delaware law that might refer the governance or the construction of this Agreement to the law of another jurisdiction).

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each party has executed this Agreement by its duly authorized representative as of the Execution Date.

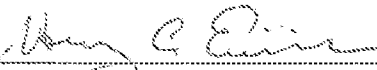
ASSIGNOR:

RG Ventures, LLC

By: 
Name: WELTON J. ELLISON
Title: Manager

ASSIGNEE:

Archware Partners Group, LLC

By: 
Name: HOWARD C. ELLISON
Title: Manager

SCHEDULE 1

Internet Domain Names

ON FILE WITH ASSIGNEE

SCHEDULE 2

Trademarks

See Attached.

Trademarks

TRADEMARKS	JURISDICTION	STATUS	SERIAL NO FILING DATE	REG. NO. REG. DATE	CLASS/GOODS & SERVICES
The Roto Times (word)	US	Registered	78296229 9/4/2003	2936097 3/29/2005	IC 041 Publications, namely magazines featuring new & information concerning sports

SCHEDULE 3

Code

ON FILE WITH ASSIGNEE

SCHEDULE 4

Trade Secrets

ON FILE WITH ASSIGNEE

EXHIBIT A
License Agreement

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INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Intellectual Property License Agreement ("Agreement") is entered into by and between Archware Partners Group, LLC, ("Licensor"), and RG Ventures, LLC, ("Licensee") and is effective as of January 1, 2015 ("Effective Date"). From time to time herein, Licensor and Licensee shall collectively be referred to herein as "parties," and individually as "party."

WHEREAS, Licensor has developed and owns certain source code, programs and executable software, trademarks, Internet domain names and other proprietary information and has certain rights to and interests in certain trademarks, source code, programs and executable software and Internet domain names as set forth on Schedule 1, attached hereto and made a part hereof (collectively, the "Intellectual Property").

WHEREAS, Licensor desires to license the Intellectual Property to Licensee on the terms described herein, and Licensee desires to license the same from Licensor on the terms described herein.

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

1. Grant of Limited Intellectual Property License. Licensor hereby grants Licensee a revocable, non-exclusive, non-transferable, non-sublicensable, limited license, to use the Intellectual Property. Licensee acknowledges that the Intellectual Property remain the proprietary property of Licensor and Licensee shall have no right to use the Intellectual Property outside the limited scope of this Agreement.
2. Licensee Fee. Licensee agrees to pay Licensor an annual fee equal to Ten Thousand Dollars (\$10,000.00) ("License Fee") due and owing within ten (10) business days of each annual anniversary of the Effective Date during the term of this Agreement with the first payment due within ten (10) business days of the Effective Date.
3. Term and Termination. This Agreement shall commence upon the Effective Date and shall continue until terminated by Licensor upon ten (10) calendar days' written notice to Licensee for any reason or no reason. Licensor may terminate this Agreement immediately upon written notice in the event that Licensee has materially breached this Agreement and has failed to cure such material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to Licensor) within five (5) calendar days after receiving written notice thereof.
4. Confidentiality. Each party acknowledges that it will have access to certain confidential information of the other party, including the terms and conditions of this Agreement. "Confidential Information" includes all information identified by a party as confidential, including but not limited to, a party's information regarding its business, employees, financial condition, products, services, operation, or other financial and business matters. Each party's Confidential Information shall (i) remain the sole property of that party and (ii) be used by the other party only as described herein and may not be disclosed, provided or otherwise made available to any other third party except that such Confidential Information may be disclosed to the other party's employees or agents who have a need to know in the scope of their work during the time they are performing services under this Agreement and are under the other party's security and control. Confidential Information does not include (i) information that the recipient can establish was already known to the recipient at the time it was disclosed in connection with this Agreement, (ii) information that is developed independently by the recipient or received from another third party lawfully in possession of the information and having no duty to keep the information confidential, (iii) information that becomes publicly known other than by a breach of this Agreement, or (iv) information

disclosed in accordance with a valid court order or other valid legal process. Each party agrees to hold the Confidential Information of the other party in strictest confidence and not to copy, reproduce, distribute, publish or disclose such Confidential Information to any person except as expressly permitted by this Agreement.

5. General.

a. Entire Agreement; Amendment and Waiver; Severability. This Agreement, its exhibits, and any documents expressly referred to in this Agreement constitute the entire agreement between the parties on this subject matter and supersede all prior understandings and agreements, whether written or oral, that may relate to the subject matter of this Agreement. Any term of this Agreement may be amended, modified, or waived only with the written consent of the parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this section shall be binding upon the parties and their respective successors and assigns. Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be deemed modified to the extent necessary (consistent with the intent of the parties) to eliminate the illegal, invalid, or unenforceable effect or to delete such provision if modification is not feasible, and the remaining terms shall continue in full force and effect.

b. Governing Law. This Agreement shall be governed by and construed in accordance with Federal law, but if Federal law does not provide a rule of decision it shall be governed by and construed in accordance with the law of the State of Delaware (excluding any conflict of laws rule or principle under Delaware law that might refer the governance or the construction of this Agreement to the law of another jurisdiction).

c. Miscellaneous. Neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, of the other party. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. The parties acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.


d. Notices. All communications required or permitted to be given by this Agreement shall be made in writing and shall be sent by a recognized overnight commercial delivery, U.S. mail, or electronic mail to the address for the respective party shown on the signature page of this Agreement or such other address as either party may specify from time to time in writing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each party has executed this Agreement by its duly authorized representative as of the date first written above.

LICENSOR:


Archware Partners Group, LLC

By: 
Name: Henry C. EIRICH
Title: Manager

Address: 11675 South STATE ST. Suite B
DOVER, DE 19901

LICENSEE:

RG Ventures, LLC

By: 
Name: WALTER J. BEISON
Title: Manager

Address: 13100 Manchester Rd Suite 129
St. Louis, MO 63131

Schedule 1

Intellectual Property

ON FILE WITH LICENSOR AND LICENSEE