

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minds On Inc.		05/11/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Lacelet LLC		
Street Address:	8864 Whitney Drive		
City:	Lewis Center		
State/Country:	OHIO		
Postal Code:	43035		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3045799	LACELET	
CORRESPONDENCE DATA			
Fax Number:	6144642634		
<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:	(614) 462-5400		
Email:	trademarks@keglerbrown.com		
Correspondent Name:	Kegler Brown / JJN - P*F		
Address Line 1:	65 East State Street		
Address Line 2:	Suite 1800		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	107662.1-2		
NAME OF SUBMITTER:	Jeffrey J. Nein		
SIGNATURE:	/JJN/		
DATE SIGNED:	05/11/2015		
Total Attachments: 4			
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IP ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("**IP Assignment**"), dated as of MAY 11, 2015, is made by Minds On Inc. ("**Assignor**"), an Ohio corporation located at 8864 Whitney Dr., Lewis Center, OH 43035, in favor of Lacelet LLC ("**Assignee**"), an Ohio limited liability company, located at 8864 Whitney Dr., Lewis Center, OH 43035.

Whereas, Assignor desires to convey, transfer and assign to Assignee certain patents, trademarks and internet domain names of Assignor in exchange for the consideration as set forth herein, and has agreed to execute and deliver this IP Assignment to memorialize the same and for recording with national, federal and state government authorities including, but not limited to, the U.S. Patent and Trademark Office ("**U.S. PTO**").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "**Assigned IP**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned IP:

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(b) registrations of the internet domain names set forth on Schedule 2 hereto, registered to Assignor in any generic top level domain by any authorized private registrar or governmental authority;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

TRADEMARK

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2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the U.S. PTO and any other national, federal and state government officials to record and register this IP Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned IP to Assignee, or any assignee or successor thereto, including, but not limited to, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, transfers, powers of attorney or other documents. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's domain name registrations set forth on Schedule 2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. General.

(a) Entire Agreement. This IP Assignment, and all related schedules hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law. All matters arising out of or relating to this IP Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction).

(d) Counterparts. This IP 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 IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this IP Assignment as of the date first above written.

MINDS OF INC.

By 

Name: Tom Augustine
Title: President

SWORN TO BEFORE ME THIS 11th day of May, 2015.



Notary Public



STEPHEN B. CHARLES
Notary Public, State of Ohio
My Commission Expires Oct. 15, 2017
Recorded in Franklin County

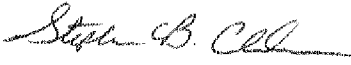
AGREED TO AND ACCEPTED:

LACELET LLC

By 

Name: Tom Augustine
Title: President




STEPHEN B. CHARLES
Notary Public, State of Ohio
My Commission Expires Oct. 15, 2017
Recorded in Franklin County

SCHEDULE 1
ASSIGNED TRADEMARKS

LACELET – U.S. Registration Number 3045799