

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342995

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WorldVentures Foundation		11/18/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Nancy Lieberman Foundation		
<b>Street Address:</b>	10200 US Hwy 290 W		
<b>City:</b>	Austin		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78736		
<b>Entity Type:</b>	<del>CORPORATION: TEXAS</del> Limited Liability Company		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3937379	DREAM COURTS	
<b>Registration Number:</b>	3992437	DC DREAM COURTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2144722143		
<b>Email:</b>	shelley.juskiewicz@solidcounsel.com		
<b>Correspondent Name:</b>	Shawn Tuma		
<b>Address Line 1:</b>	2600 Network Blvd.		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Frisco, TEXAS 75034		
<b>ATTORNEY DOCKET NUMBER:</b>	8005.101.		
<b>NAME OF SUBMITTER:</b>	Shawn E. Tuma		
<b>SIGNATURE:</b>	/Shawn Tuma/		
<b>DATE SIGNED:</b>	06/01/2015		
<b>Total Attachments: 8</b>			
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**TRADEMARK**

**REEL: 005544 FRAME: 0146**

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Agreement") is made and entered into as of May 15, 2015, by and between WorldVentures Foundation, a Texas Corporation ("Assignor") and The Nancy Lieberman Foundation, a Texas limited liability company ("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 fifty percent (50%) of its interests in the Trademarks and 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 Ten Dollars (\$10.00) (the "Payment") and other good and valuable consideration from Assignee to Assignor, and Assignee desires to purchase from Assignee fifty percent (50%) of the right, title and interest in and to the Property;

WHEREAS, it is the intention of the parties that Assignor and Assignee will jointly 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 fifty percent (50%) of the 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, fifty percent (50%) 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 fifty percent (50%) of the 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 fifty percent (50%) of the right to sue for and recover the same in the name of Assignor and Assignee, jointly.

2. Payment. Assignee hereby agrees to pay the Payment to 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 fifty percent (50%) interest the Trademarks to Assignee.

3. Registration and Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as the joint assignee and joint owner of the Trademarks, along with Assignor's joint ownership. Assignor shall undertake registration and recordation of the change of the ownership 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 corporation duly authorized and validly existing under the laws of Texas. 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, or any portion thereof, to Assignee.
- c. Assignor has entered into a Trademark License Agreement with Dream Courts, LLC, a California limited liability company, dated December 5, 2014 (the "License"). Under the License, Assignor granted Dream Courts, LLC a non-exclusive, worldwide, non-transferable, royalty-free right and license to use the Trademarks on or in connection with health club services and products provided, arranged or promoted by Dream Courts, LLC, subject to certain restrictions. Assignor's assignment to Assignee under this Agreement is made subject to the License which shall likewise be binding on Assignee's interests hereunder.
- d. Other than the License, Assignor has not sold, assigned or otherwise transferred any rights in or to the Property to any other party.
- e. Assignor shall deliver joint ownership of the Property free and clear of all liens, charges, security interest and other encumbrances, other than the License set out above. 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.
- f. Assignor has not done anything to release or impair the validity and enforceability of the Trademarks.

5. 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 fifty percent (50%) interest in 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.

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

7. 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 conveniencce.

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

9. 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.

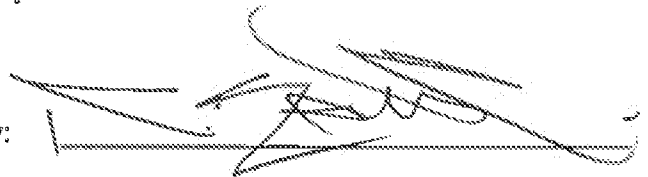
*[Signature Pages Follows]*

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

ASSIGNOR:

WORLDVENTURES FOUNDATION, a Texas Corporation

By:



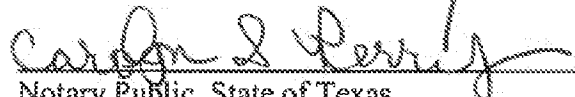
Name: Eddie Head

Title: Director

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

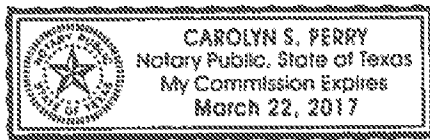
SWORN TO AND SUBSCRIBED BEFORE ME, this 18<sup>th</sup> day of May, 2015, to certify which, witness my hand and seal of office.

[SEAL]

  
Notary Public, State of Texas

My Commission Expires:

Carolyn S. Ferry  
Printed Name of Notary Public



ASSIGNEE:

THE NANCY LIEBERMAN FOUNDATION, a  
Texas limited liability company

By: [Signature]  
Name: Nancy Lieberman  
Title: President/Founder

STATE OF TEXAS §  
                                                          §  
COUNTY OF DALLAS §

SWORN TO AND SUBSCRIBED BEFORE ME, this 26 day of May, 2015, to  
certify which, witness my hand and seal of office.

[SEAL]

[Signature]  
Notary Public, State of Texas

My Commission Expires:  
9/10/16

Marsha J. Burke  
Printed Name of Notary Public

**EXHIBIT A**

**Trademarks**

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



**UNANIMOUS CONSENT IN LIEU OF MEETING  
OF THE BOARD OF DIRECTORS OF  
WORLDVENTURES FOUNDATION**

Effective as of May 15, 2015

The undersigned, being all of the members of the Board of Directors (the "Board") of WorldVentures Foundation (the "Company"), do hereby waive notice and consent that when they shall have each signed this Consent, or identical counterparts hereof, the following resolutions shall then be deemed to be adopted, to the same extent and with the same force and effect as if adopted by unanimous vote at a formal meeting of the Board duly called.

**RESOLVED**, that Company hereby accepts, and the Board hereby ratifies and approves the execution and delivery of that certain Intellectual Property Assignment Agreement (the "Assignment Agreement") by and between the Company and The Nancy Lieberman Foundation, a Texas limited liability company ("Assignee") dated effective as of even date herewith, whereby Company is selling, assigning, and delivering to the (Assignee) fifty percent (50%) of the rights, title and interests in and to, the Dream Courts and the DC Dream Courts trademarks, and the intellectual property relating thereto, as more particularly described in the Assignment Agreement (collectively, the "Assigned Interest"), and the Company shall be bound by and shall perform in accordance with the same;

**FURTHER RESOLVED**, that the proper officers of the Company are hereby authorized and instructed to take such actions and execute such instruments as are necessary and appropriate to give full force and effect to the foregoing resolutions and such actions are hereby ratified and confirmed; and

**FURTHER RESOLVED**, that all actions heretofore taken by the proper officers of the Company, to the extent consistent with the foregoing, and all things done by his, her or its authority with respect to the Assignment Agreement be, and the same are, hereby, ratified and approved.

This consent may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same instrument.

SIGNED to be effective as of the date first written above.

**DIRECTORS:**

By: 

Name: Eddie Head

By: 

Name: Jon McKillip