

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEADING ESTATES OF THE WORLD, INC.		03/02/2015	CORPORATION:
RECEIVING PARTY DATA			
Name:	LE-TEC, LLC		
Street Address:	901 Willow Drive		
Internal Address:	Suite #2		
City:	Chapel Hill		
State/Country:	NORTH CAROLINA		
Postal Code:	27514		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	75714199	LEADING ESTATES OF THE WORLD	
Serial Number:	86372288	ESTATES CLUB LEADING ESTATES OF THE WORL	
Serial Number:	77076425	LEADING ESTATES OF THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	6503520699		
<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:	650.352.0514		
Email:	ptoipinbox@reedsmith.com, KBasile@ReedSmith.com, JGarcia@ReedSmith.com, mkliniewski@reedsmith.com		
Correspondent Name:	Katherine M. Basile, Reed Smith LLP		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith Docketing Department		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230		
NAME OF SUBMITTER:	Jason E. Garcia		
SIGNATURE:	/Jason E. Garcia/		
DATE SIGNED:	10/23/2015		
Total Attachments: 10			

OP \$90.00 75714199

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of March 2, 2015, is made by LEADING ESTATES OF THE WORLD, INC. ("**Seller**"), a Connecticut corporation, in favor of LE-TEC, LLC, a North Carolina limited liability company ("**Buyer**"), the purchaser of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of the date hereof (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, all of the intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and/or the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller's right, title and interest in and to all of its Intellectual Property, including but not limited to the following (the "**Assigned IP**"):

(a) the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) All other intellectual property of Seller; and

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise 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 and/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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of

corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. 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.

5. 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.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

LEADING ESTATES OF THE
WORLD, INC.

By: Robert H. Kelsey
Name: ROBERT H. KELSEY
Title: PRESIDENT

Address for Notices:

3166 RILEY ROAD
SOLVANG, CA 93463

SCHEDULE 1

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK
APPLICATIONS**

**(SEE THREE ATTACHMENTS FROM USPTO WEBSITE RELATING TO
SERIAL NUMBERS 75714199, 86372288 AND 77076425)**



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Word Mark: LEADING ESTATES OF THE WORLD

Goods and Services: IC 019, US 002 005 022 023 029 037 038 050, G & S: MAGAZINES PUBLISHED PERIODICALLY FEATURING ARTICLES AND INFORMATION ABOUT REAL ESTATE, AND PROVIDING REAL ESTATE LISTINGS OF PROPERTIES AROUND THE WORLD. FIRST USE: 19940000. FIRST USE IN COMMERCE: 19940000

Mark Drawing Code: (S) WORDS, LETTERS, AND/OR NUMBERS IN STYLIZED FORM

Serial Number: 75714160

Filing Date: May 20, 1999

Current Basis: 1A

Original Filing Basis: 1A

Published for Opposition: April 25, 2000

Registration Number: 2366353

Registration Date: July 18, 2000

Owner: (REGISTRANT) Leading Estates of the World, Inc. CORPORATION CALIFORNIA 2938 Grand Avenue, Suite C Los Olivos CALIFORNIA 93441
(LAST LISTED OWNER) LEADING ESTATES OF THE WORLD, INC. CORPORATION CONNECTICUT 61 SHERMAN HILL ROAD, SUITE A202 WOODBURY CONNECTICUT 06708

Assignment Recorded: ASSIGNMENT RECORDED

<http://tesssearch.uspto.gov/him/showfield?f=doc&state=4809:ipm7hy.2.5>

2/4/2015

Attorney of Record William B. Skala
Type of Mark TRADEMARK
Register PRINCIPAL-2(F)
Affidavit Text SECT 15, SECT 6 (5-YR), SECTION 6(10-YR) 20100202
Renewal 1ST RENEWAL 20100202
Live/Dead Indicator LIVE

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ESTATES CLUB

Leading Estates of the World

Word Mark	ESTATES CLUB LEADING ESTATES OF THE WORLD
Goods and Services	IC 036, US 100 101 102, G & G; Membership club services, namely, providing marketing materials and information in the field real estate to exclusive members for luxury properties; providing advertising, marketing and promotional services, namely, development of advertising campaigns provided through magazines, webcasts, and online banners
Mark Drawing Code	(3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS
Design Search Code	26,17,13 - Letters or words underlined and/or overlined by one or more strokes or lines; Overlined words or letters; Underlined words or letters
Serial Number	86372288
Filing Date	August 20, 2014
Current Basis	1B
Original Filing Basis	1B
Published for Opposition	March 3, 2015
Owner	(APPLICANT) Leading Estates of the World, Inc. CORPORATION CONNECTICUT 3168 Riley Road Solvang CALIFORNIA 93463
Attorney of Record	Katherine M. Basile
Prior Registrations	2368333;3456203
Disclaimer	NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "ESTATES CLUB" APART FROM THE MARK AS SHOWN
Description of Mark	Color is not claimed as a feature of the mark. The mark consists of the wording "ESTATES CLUB" over a line and the wording "LEADING ESTATES OF THE WORLD".
Type of Mark	SERVICE MARK

<http://msearch.uspto.gov/bin/showfield?f=doc&state=4810:26pzyt.2.2>

2/4/2015

Register PRINCIPAL-2(F)-IN PART
Live/Dead Indicator LIVE
Distinctiveness
Limitation as to "LEADING ESTATES OF THE WORLD"
Statement

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LEADING ESTATES OF THE WORLD

Word Mark LEADING ESTATES OF THE WORLD
Goods and Services IC 035, US 100 101 102, G & S: Real estate advertising and marketing services in the field of luxury condominiums, homes and estates. FIRST USE: 19940800. FIRST USE IN COMMERCE: 19940800
 IC 036, US 100 101 102, G & S: Real estate brokerage services; providing a network of luxury real estate brokers and brokerages; real estate listing services and real estate brokerage listing services for members of a network of luxury real estate brokers and brokerages. FIRST USE: 19940800. FIRST USE IN COMMERCE: 19940800
 IC 041, US 100 101 107, G & S: Publication of online magazines in the field of luxury real estate properties and brokerage. FIRST USE: 20000816. FIRST USE IN COMMERCE: 20000816

Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 77076425
Filing Date January 4, 2007
Current Basis 1A
Original Filing Basis 1A
Published for Opposition January 8, 2008
 34562E3

**Registration
Number**

Registration Date July 1, 2006

Owner (REGISTRANT) Leading Estates of the World, Inc. CORPORATION CONNECTICUT Suite
A202 51 Sherman Hill ROAD Woodbury CONNECTICUT 06798

**Attorney of
Record** Katherine M. Baske

**Prior
Registrations** 2368333

Type of Mark SERVICE MARK

Register PRINCIPAL-2(F)

Affidavit Text SECT 15, SECT 8 (5-YR)

**Live/Dead
Indicator** LIVE

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