

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376018

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|---|--|-----------------------|---------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Padraic Hannon | | 03/07/2016 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Machines For Freedom LLC | | |
| Street Address: | 11119 Colorado Ave., #9 | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90401 | | |
| Entity Type: | Limited Liability Company: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4657285 | MACHINES FOR FREEDOM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 415-504-2981 | | |
| Email: | mark@arclg.com | | |
| Correspondent Name: | Mark A. Pearson | | |
| Address Line 1: | 1388 Haight St., #101 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94117 | | |
| NAME OF SUBMITTER: | Mark A. Pearson | | |
| SIGNATURE: | /MAP/ | | |
| DATE SIGNED: | 03/08/2016 | | |
| Total Attachments: 2 | | | |
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| source=Machines For Freedom - Trademark Assignment EXECUTED#page2.tif | | | |

OP \$40.00 4657285

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") executed on this 7th day of March, 2016, and is by and between **Padraic Hannon**, an individual (hereinafter referred to as "Assignor"); and **Machines for Freedom, LLC**, a California limited liability company (hereinafter referred to as the "Assignee") and regarding the transfer and assignment of the trademark rights, set forth below.

WHEREAS, Assignor is the registered owner of the trademark MACHINES FOR FREEDOM, registered on the principal register with the United States Patent and Trademark Office (Reg. No. 4657285) and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, good will, causes of action, and the right to recover for past infringement (the "Trademark");

WHEREAS, Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same; and

WHEREAS, Assignor desires to assign to Assignee all rights, title, and interest in and to the Trademark owned by Assignor.

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

1. Assignor hereby conveys, sells, transfers and assigns to Assignee and to Assignee's successors, assigns and legal representatives, all of Assignor's rights, titles and interests throughout the world in and to (a) the name *Machines for Freedom* and the Trademark; (b) the United States Registered Trademark (Reg. No. 4657285); (c) all the good will of that portion of Assignor's business and/or businesses symbolized by the Trademark, together with (i) all income and royalties hereafter due or payable to Assignor with respect to the Trademark; (ii) all damages and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringements or misappropriations of the Trademark, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Trademark, and including any priority right that may have arisen from Assignor's use of the Trademark and/or prior ownership of the registration).

(2) Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, and that Assignor has not executed, and will not execute, any agreements which are inconsistent herewith.

(3) Assignor agrees to execute any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment.

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

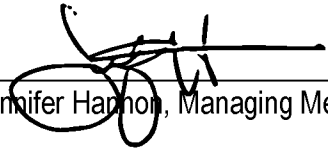
("ASSIGNOR")



Padraic Hannon

("ASSIGNEE")

MACHINES FOR FREEDOM, LLC

by: 

Jennifer Hannon, Managing Member