

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408625

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900385846		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Denise R Duncan		11/21/2016	INDIVIDUAL: UNITED STATES
Michael O Duncan		11/21/2016	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Duncan Enterprises		
Doing Business As:	DBA iLoveToCreate		
Street Address:	5673 E. Shields Avenue		
City:	Fresno		
State/Country:	CALIFORNIA		
Postal Code:	93727		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2105580	DUNCAN.COM	
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:	(703) 354-0467		
Email:	mike@duncan.com		
Correspondent Name:	Denise R Duncan & Michael O Duncan		
Address Line 1:	3819 Stuart Court		
Address Line 4:	Annandale, VIRGINIA 22003		
NAME OF SUBMITTER:	Denise R Duncan & Michael O Duncan		
SIGNATURE:	/Denise R Duncan & Michael O Duncan/		
DATE SIGNED:	12/12/2016		
Total Attachments: 2			
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DOMAIN NAME SALE AND OWNERSHIP TRANSFER AGREEMENT

This Domain Name Sale and Ownership Transfer Agreement ("Agreement") is entered into between Michael O. Duncan and Denise R. Duncan at 3819 Stuart Court, Annandale, VA 22003 ("Sellers"), and Duncan Enterprises located at 5673 E. Shields Avenue, Fresno, CA 93727 ("Purchaser") on November 11, 2016. This agreement sets forth all terms and conditions under which Sellers agrees to sell and transfer to Purchaser all ownership rights in and to the domain name duncan.com ("Domain Name") including any and all trademark rights and attendant goodwill associated therewith.

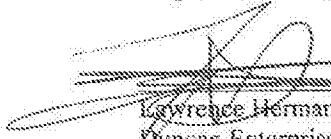
Sellers and the Purchaser hereby agree as follows:

1. **Purchase Price.** In consideration for payment of TEN THOUSAND dollars (\$10,000.00), the sufficiency of which is hereby acknowledged ("Purchase Price"), paid by Purchaser to Sellers, Sellers hereby assign, sell, transfer and convey to Purchaser all of Sellers' right, title, and interest in and to the Domain Name. Payment will be made in US dollars.
2. **Escrow.** The Purchase Price will be transferred to a third-party escrow service ("Escrow Account") agreed to by both Sellers and Purchaser within one (1) business day upon receipt of the executed Agreement. Purchaser will cover the cost of the third-party escrow service. Upon confirmation of the completion of the Domain Name transfer to Purchaser, the Purchase Price will be released to Sellers via the third-party escrow service.
3. **Sellers' Representations.** Sellers represent and warrant that it is the lawful and exclusive registrant of the Domain Name and no other party has any right to registration of the Domain Name or has otherwise made any claim to the Domain Name. Sellers further represent and warrant that it has the exclusive authority to enter into this transaction and transfer the Domain Name, free of the claims of any third parties.
4. **Transfer of the Domain Name.** The Domain Name is registered with Network Solutions, LLC ("Registrar"), an ICANN accredited registrar system. As both Purchaser and Seller are account holders at Network Solutions, the procedure for transferring a Domain Name within Network Solutions is described on the Network Solutions website. (<http://www.networksolutions.com/support/transfers-within-network-solutions-2/>) Upon payment confirmation in the Escrow Account, Sellers will notify Buyer to begin the Domain transfer procedure as outlined above. Sellers warrant that they will respond promptly to Network Solutions approving the Domain transfer. In the event that issues arise with the transfer, Sellers will work proactively with Purchaser and Network Solutions to resolve the issues.
5. **Transfer of the Trademark.** Sellers represent that a valid service trademark ("Mark") has been filed and is fully active with the United States Patent and Trademark office (USPTO) for the Domain Name. Sellers agree to transfer ownership of the Mark to Purchaser and agree to sign a trademark assignment affidavit at a future date to legally transfer such ownership. Purchaser agrees to reimburse Sellers for the administrative charges levied by the USPTO for the transfer.
6. **Transition Period.** The Sellers and Purchaser agree to the following terms as part of a transition period until the dates as indicated:
 - A) Purchaser will resolve the website address "boats.duncan.com" to the website address "cobalt.the-duncans.com" for an indefinite period of time.
 - B) Purchaser will forward the following six ("6") email addresses as outlined below through December 31, 2017:
 - a. denise@duncan.com forwarded to denise.duncan@verizon.net
 - b. denise@drammer.duncan.com forwarded to denise.duncan@verizon.net
 - c. jo@duncan.com forwarded to jduncan2@verizon.net

- d. jo@dreamer.duncan.com forwarded to jduncan2@verizon.net
 - e. mike@duncan.com forwarded to duncanmi@verizon.net
 - f. mike@dreamer.duncan.com forwarded to duncanmi@verizon.net
- C) Purchaser agrees to not begin using duncan.com until December 1, 2016.

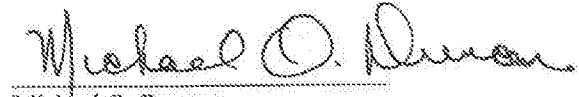
- 7. **Further Assurances.** Sellers shall take all necessary actions, including providing all necessary documentation to Purchaser in order to transfer Domain Name to Purchaser.
- 8. **Counterparts/Fax.** This Agreement may be signed in counterparts. Signed counterparts of this Agreement transmitted via Fax are equivalent to a signed original of this Agreement.
- 9. **Governing Law.** This Agreement is made under and shall be governed by and interpreted in accordance with the laws of the State of California, Fresno County, without regard to that state's choice of law principles, which may direct the application of the laws of another jurisdiction.
- 10. **Entire Agreement.** This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter herein and supersedes any prior oral or written agreements. This Agreement cannot be changed, modified, amended, or supplemented, except in writing signed by all parties hereto.

IN WITNESS WHEREOF, Sellers and Purchaser have caused this Agreement to be executed by their duly authorized representatives.



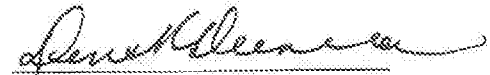
 Lawrence Hermansen, President/COO
 Duncan Enterprises

11-21-16
 Date



 Michael O. Duncan

11-21-2016
 Date



 Denise R. Duncan

11-21-2016
 Date