

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifestyle Events, Inc.		06/07/2012	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Urban Exposition, LLC		
Street Address:	1690 Roberts Blvd.		
Internal Address:	Suite 111		
City:	Kennesaw		
State/Country:	GEORGIA		
Postal Code:	30144		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3244391	COFFEE FEST	
CORRESPONDENCE DATA			
Fax Number:	7704435654		
<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:	770-443-6060		
Email:	ana@routreelaw.com		
Correspondent Name:	Ana Marcela Rountree		
Address Line 1:	27 Courthouse Square		
Address Line 4:	Dallas, GEORGIA 30132		
NAME OF SUBMITTER:	Ana Marcela Rountree		
SIGNATURE:	/s/ Ana Marcela Rountree		
DATE SIGNED:	06/14/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) dated June 7, 2017, by and between Lifestyle Events, Inc., a Washington corporation (“**Assignor**”) and Urban Exposition, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee, together with Assignor’s shareholders, are parties to and have executed and delivered an Asset Purchase Agreement, dated June 6, 2017 (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to acquire substantially all of the assets of Assignor, including all of the Assignor’s right, title and interest in and to all of its trademarks, service marks, and trade names, together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the “**Assigned Trademarks**”).

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

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, common law rights that are associated with any pending applications, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Assignment any further identifying information describing the parties or marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants with Assignee that the Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed.

3. Miscellaneous. Nothing in this Assignment shall be construed in any way to waive, limit, expand, modify, supersede or otherwise affect the terms and conditions contained in the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control. This Assignment may only be amended, modified or supplemented by an agreement in writing signed by signed by all parties hereto. This Assignment will be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment will be governed by, and construed in accordance with, the internal laws of the State of Washington, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

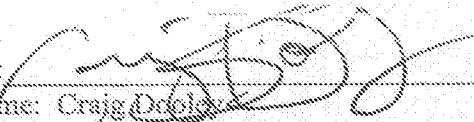
[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

LIFESTYLE EVENTS, INC.

By: _____
Name: David Heilbrunn
Title: President


URBAN EXPOSITION, LLC

By: 
Name: Craig Odeley
Title: President and CEO

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

LIFESTYLE EVENTS, INC.

By: 
Name: David Heilbrunn
Title: President

URBAN EXPOSITION, LLC

By: _____
Name: Craig Dooley
Title: President and CEO

[Signature Page to Trademark Assignment]

SCHEDULE I

ASSIGNED
TRADEMARKS

TRADEMARK	CLASS	TM Reg. No.	Registration Date	Country
COFFEE FEST (word)	35	3244391	22-May-07	US
COFFEE FEST (word)	35	5,073,469	31-Aug-07	JP