900433970 01/02/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM456437

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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
Trevor Neilson		02/28/2017	INDÍVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Global Philanthropy Group LLC		
11601 Wilshire Blvd., Suite 210		
Los Angeles		
CALIFORNIÁ		
90025		
Limited Liability Company: CALLEDENIA DELAWARE		
	11601 Wilshire Blvd., Suite 210 Los Angeles CALIFORNIÁ 90025	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3433593	GLOBAL PHILANTHROPY GROUP

CORRESPONDENCE DATA

Fax Number:

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.

Phone:

214-288-2446

Email:

KEVIN.PARKE@CHARITYNETWORK.COM

Correspondent Name:

KEVIN PARĶE

Address Line 1:

3008 TAYLOR STREET

Address Line 4:

DALLAS, UNITED STATES 75226

NAME OF SUBMITTER:	Kevin Parke	1
SIGNATURE:	/Kevin Parke/	
DATE SIGNED:	01/02/2018	

Total Attachments: 7

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Form PTO-1594 (Rev. 6-12) OMB Collection 0651-0027 (exp. 04/30/2018) 09/25/2017

S. DEPARTMENT OF COMMERCE States Patent and Trademark Office

RECOR

103677847

To the Director of the U.S. Patent and Trademark Office: Please record the attached occurrents or the new address(es) below. 2. Name and address of receiving party(ies) 1. Name of conveying party(ies): Yes Additional names, addresses, or citizenship attached? Trevor Neilson IXI No Name: Global Philanthropy Group LLC Street Address: 11601 Wilshire Blvd., Suite 210 Association | Individual(s) Limited Partnership Los Angeles Partnership City: State: CA Comoration-State: Other Zip: 90025 Country: USA Citizenship (see guidelines)___ Individual(s) Citizenship Additional names of conveying parties attached? TYes No Association Citizenship Partnership Citizenship 3. Nature of conveyance/Execution Date(s): -Citizenship Limited Partnership Execution Date(s)__ Corporation Citizenship_] Merger X Assignment X Other LLC Citizenship If assignee is not domicited in the United States, a domestic Change of Name Security Agreement representative designation is attached: Yes (Designations must be a separate document from assignment) Other 4. Application number(s) or registration number(s) and identification or description of the Trademark: 8. Trademark Registration No.(s) A. Trademark Application No.(s) 3,433,593 Additional sheet(s) attached? Tyes X No C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): Global Philanthropy Group 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: Kevin Parke \$ 40.00 7, Total fee (37 CFR 2.6(b)(6) & 3.41) Internal Address:___ Authorized to be charged to deposit account Street Address: 3008 Taylor Street IX Enclosed 8, Payment Information: City: Dallas Zip: 75226 State: TX 89/26/2017 KNSUYENI 00000007 3433593 Phone Number: 214-286-2446 Deposit Account Number_ Docket Number: NA Authorized/Wser/Name Email Address: kevin.parke@charitynetwork.com 9. Signature: Date ignature Total number of pages including cover sheet, attachments, and document Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "<u>Assignment</u>"), effective as of February 28, 2017, is by and between Trevor Neilson, a resident of California (the "<u>Assignor</u>") and Global Philanthropy Group LLC, a Delaware limited liability company (the "<u>Assignee</u>"). Assignors and Assignee are each referred to as a "<u>Party</u>" and collectively referred to as the "<u>Parties</u>" in this Assignment.

WHEREAS, Assignor owns the trademark listed on <u>Schedule A</u> attached to this Assignment (the "<u>Trademark</u>");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Trademark.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Conveyance, Assignment and Transfer. Assignor hereby conveys, assigns and transfers to Assignee, and Assignee hereby acquires and accepts from such Assignor, free and clear of any and all liens, liabilities, or other restrictions, all of the Assignor's right, title and interest in and to the Trademark, including all goodwill associated therewith and all rights to sue or otherwise recover for past, present and future infringement and to receive all royalties, damages, payments, costs and fees associated therewith and all of Assignor's rights to prosecute and maintain the Trademark.
- 2. <u>Representations</u>. Assignor hereby represents to Assignee that Assignor is the sole and exclusive owner of the Trademark and that Assignor has not assigned or licensed any of his rights, title or interest in and to the Trademark.
- 3. <u>Recordation</u>. Assignor hereby authorizes and requests the respective trademark office or governmental agency in each jurisdiction to record this Assignment and to issue any trademarks or trademark registrations from any trademark applications included in the Trademark rights to and in the name of Assignee.
- 4. Assignment of Coexistence Agreement. Assignor hereby assigns, transfers and conveys to Assignee, all rights and obligations under that certain Trademark Coexistence Agreement made and entered into by and between Global Philanthropic International Ltd., a company organized and existing under the laws of Hong Kong, with its principal place of business at Room 304, 3rd Floor, Tesbury Centre, 28 Queen'sRoad East, Wanchai, Hong Kong, and Assignor (the "Coexistence Agreement"). Assignor represents to Assignee that he has (i) not transferred or licensed any rights under the Coexistence Agreement to any other person or entity, (ii) not breached any obligation under the Coexistence Agreement and has no knowledge of any facts or circumstances that would reasonably be considered a breach or default under such Coexistence Agreement, and (iii) made available to Assignee all

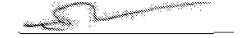
communications, documents and notices he has received or given pursuant to the Coexistence Agreement.

- 5. <u>Further Assurances</u>. Assignor shall execute all papers and perform such other acts as Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the full benefit of this Assignment.
- 6. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible so that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.
- 7. <u>Amendment</u>. This Assignment may only be amended or modified by an instrument in writing signed by, or on behalf of, the Assignor and the Assignee.
- 8. <u>No Third Party Beneficiaries</u>. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.
- 9. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to its provisions concerning conflicts of laws, choice of law, choice of forum, or principles that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.
- 10. <u>Counterparts</u>. This Assignment may be executed and delivered in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

TREVOR NEILSON



GLOBAL PHILANTHROPY GROUP LLC

Ву: _____

Name: Maggie Neilson

Title:

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

TREVOR NEILSON

GLOBAL PHILANTHROPY GROUP LLC

By: 🗸

Name: Maggie Neilson
Title: EEE Managing Partner

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

REEL: 006240 FRAME: 0913

Schedule A

Trademark	Country	Registration Number
Global Philanthropy Group	USA	3,433,593



UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office

December 13, 2017

PTAS

KEVIN PARKE 3008 TAYLOR STREET DALLAS, 75226 UNITED STATES



United States Patent and Trademark Office Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The cover sheet submitted for recording is not acceptable. To record a document in the Assignment Recordation Branch, a document evidencing the assignment must accompany the cover sheet.

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday**, **January 12**, **2018**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at http://etas.uspto.gov, click the Start Resubmission button and enter the following information:

Document ID: 900430051

Access Code: H4SGZCXRH2OZQSX

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

MAURICE CARTER
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV TRADEMARK RECORDED: 01/02/2018 REEL: 006240 FRAME: 0915