

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468431

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
a la mode technologies, llc	FORMERLY a la mode, inc, a la mode technologies, inc.	03/01/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	B2 Equity Holdings, Inc.		
<b>Street Address:</b>	700 12th Street NW, Suite 700		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20005		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85438000	DAVINCI	
<b>Serial Number:</b>	85437897	DAVINCI FOR DESKTOP	
<b>Serial Number:</b>	85438053	DAVINCI TOURSKETCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2022503490		
<b>Email:</b>	amy@b2equity.com		
<b>Correspondent Name:</b>	Jennifer L. Sides		
<b>Address Line 1:</b>	700 12th Street NW, Suite 700		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jennifer L. Sides		
<b>SIGNATURE:</b>	/Jennifer L. Sides/		
<b>DATE SIGNED:</b>	04/04/2018		
<b>Total Attachments: 3</b>			
source=2018.03.29 ALM to B2 TM Assignment DV marks#page1.tif			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective March 1, 2018 (the "Effective Date"), by and between a la mode technologies, llc, a limited liability company organized under the laws of Florida with an address of 700 12<sup>th</sup> Street NW, Suite 700, Washington D.C. 20005 ("Assignor") and B2 Equity Holdings, Inc., a corporation organized under the laws of Florida with an address of 700 12<sup>th</sup> Street, NW, Suite 700, Washington D.C. 20005 ("Assignee"). Assignor and Assignee may be referred to in this Assignment individually as a "Party" and collectively as the "Parties."

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks, and in and to the registrations therefor, set forth on *Schedule A* (collectively, the "Trademarks"); and

WHEREAS, Assignor desires to assign the Trademarks to Assignee, and Assignee desires to own said Trademarks.

NOW, THEREFORE, in consideration of one dollar, the foregoing premises, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the Parties agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and the right to sue for, and recover for, any past infringements thereof, to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had no sale and assignment of said Trademarks been made.
2. Assignor agrees to execute such further documents reasonably required by Assignee to secure and enforce the rights granted to Assignee under this Assignment.
3. Assignee may record this Assignment with the applicable trademark office. All costs associated with any such registrations or recordations shall be paid by Assignee.
4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
5. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized officers as of the Effective Date indicated above.

[SIGNATURE PAGE FOLLOWS]

a la mode technologies, LLC

By:

Tammy Dawson

Signature

Tammy Dawson, Chief Patent Officer

Printed Name and Title

STATE OF Oklahoma  
CITY OF Oklahoma

On this 29<sup>th</sup> day of March, 2018, before me personally appeared Tammy Dawson, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his/her free act and deed.

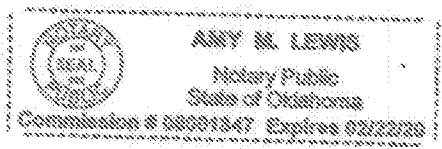
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Amy M. Lewis

Notary Public

My Commission Expires:

2/22/20



B2 Equity Holdings, Inc.

By:

Jennifer L. Sides

Signature

Jennifer L. Sides, EVP General Counsel

Printed Name and Title

STATE OF Oklahoma  
CITY OF Oklahoma

On this 29<sup>th</sup> day of March, 2018, before me personally appeared Jennifer L. Sides, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his/her free act and deed.

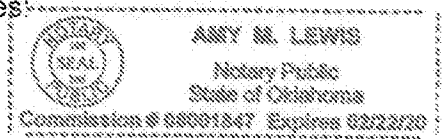
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Amy M. Lewis

Notary Public

My Commission Expires:

2/22/20



**Schedule A**  
to Trademark Assignment

Trademark	Country	Status	Serial Number	Reg Number
DAVINCI	United States	Registered	85438000	4228935
DAVINCI FOR DESKTOP	United States	Registered	85437897	4228933
DAVINCI TOURSKETCH	United States	Registered	85438053	4244568