

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wesley Hurt		06/08/2018	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Clean Cause, Inc.		
Street Address:	7421 Burnet Road		
Internal Address:	Suite 300		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78757		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87514732	CLEAN CAUSE.	
Registration Number:	5024039	CLEAN CAUSE.	
Registration Number:	4852788	CLEAN CAUSE.	
Registration Number:	4817985	CLEAN CAUSE.	
CORRESPONDENCE DATA			
Fax Number:	2145947795		
<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:	6178754625		
Email:	rachel.saldana@saldana-ip.com		
Correspondent Name:	Rachel Saldana		
Address Line 1:	2829 University Club Drive		
Address Line 4:	Austin, TEXAS 78732		
NAME OF SUBMITTER:	Rachel Saldana		
SIGNATURE:	/Rachel Saldana/		
DATE SIGNED:	06/08/2018		
Total Attachments: 4			
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INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Agreement”), is entered into this ___ day of June, 2018 (the “Effective Date”), by and between William Hurt (“Assignor”), an individual, and Clean Cause, Inc. (“Assignee”), a Texas Corporation with a principal place of business at 7421 Burnet Road, Suite 300, Austin, Texas 78757.

RECITALS

WHEREAS Assignor is the owner of certain intellectual property rights and desires to transfer ownership of said rights to Assignee; and

WHEREAS Assignee is desirous of obtaining said intellectual property rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee mutually agree as follows:

TERMS OF AGREEMENT

1.0 The Marks Defined

The intellectual property rights assigned herein are identified as the following trademarks which are registered or pending on the Principal Register of the United States Patent and Trademark Office (“the Marks”):

- 1.1** UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATION NUMBER 5,024,039.
- 1.2** UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATION NUMBER 4,852,788.
- 1.2** UNITED STATES PATENT AND TRADEMARK OFFICE REGISTRATION NUMBER 4,817,985.
- 1.3** UNITED STATES PATENT AND TRADEMARK OFFICE SERIAL NUMBER 87/514,732.

2.0 Grant of Assignment

2.1 Assignor hereby transfers, conveys, assigns, and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interest of Assignor, including all goodwill, and all subsidiary rights if any, in and to the Marks.

2.2 Assignor agrees that the right to maintain the Marks shall by assignment through this Agreement be exclusively vested with Assignee.

2.3 Assignor warrants:

- a. that the Marks do not infringe any valid intellectual property rights of any third party; and
- b. that Assignor has the power to convey the intellectual property rights granted and assigned in this Agreement;

3.0 Rights Related to Future Use

3.1 Assignee will retain the exclusive and unfettered right to advertise and/or make reproductions of the Marks.

3.2 Assignee retains the exclusive right to transfer, in part or in whole, and/or license the intellectual property rights to third parties.

3.3 Assignee retains the exclusive right to either renew or abandon any of the Marks transferred herein, and Assignee shall bear all costs associated with any such renewals.

3.4 Assignee retains the exclusive right to protect the Marks in any jurisdiction throughout the world.

4.0 Assumption of Risk and Indemnification

4.1 Assignee agree to bear all costs associated with any litigation involving the Marks, whether said litigation is initiated by Assignee or a third party.

4.2 Assignee agree to hold Assignor harmless and indemnify Assignor for any lawsuit involving the Marks regardless of whether any alleged event or conduct predates the Effective Date of this Agreement.

5.0 Representation of Comprehension of Document

5.1 The terms of this Agreement have been read in full by Assignor and Assignor has been afforded the opportunity to seek explanation of any term.

5.2 Assignor fully understands the terms of this agreement, and has voluntarily determined to execute the Agreement.

6.0 Warranty of Capacity to Legally Bind the Parties

6.1 The Assignor represents and warrants that he has the right and authority to execute this Agreement, that has not sold, assigned, transferred, or otherwise dispensed of any

the claims, entitlements, rights, or assets referred to in this Agreement, and that no other entity has the legal right to interfere with or set aside any rights conveyed by this instrument.

6.2 Assignor and Assignee agree that they have had the opportunity to consult with legal counsel regarding the terms of this Agreement and warrant they have agreed to be bound by said terms.

7.0 Contract and Venue

7.1 This Agreement shall be construed and interpreted in accordance with federal law and the laws of the State of Texas, whichever may have subject matter jurisdiction.

7.2 The designated venue for the resolution of any dispute arising out of this Agreement, whether by litigation or alternative dispute resolution shall be Austin, Texas.

8.0 Entire Agreement and Successors in Interest

8.1 This Agreement contains the entire agreement between the parties with regard to the matters set forth herein.

8.2 This Agreement is intended to be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

9.0 No Waiver and Severability

9.1 The failure of any party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

9.2 In the event any provision of this Agreement is invalid or unenforceable or is prohibited by law, the remaining provisions of this Agreement shall remain in full force and effect, and the remainder of this Agreement shall be valid and as though such invalid, unenforceable, or prohibited provisions were not included herein. Any invalid or unenforceable provision shall be replaced by a reasonable provision which is permissible under the governing law and which comes closest to the intent of the invalid or unenforceable provision.

/Signature Page Follows/

IN WITNESS WHEREOF, the representative of the parties hereto, being authorized to sign on behalf of the entity for which they are signing and with full authority to legally bind such entity, have caused this Agreement to be executed on the Effective Date as set forth below. Faxed or electronically transferred copies of the signed counterparts of this Agreement for all purposes shall be deemed an original.

WESLEY HURT

By: wes hurt

Name: Wesley Hurt

Date: 6/8/18

CLEAN CAUSE, INC.

By: wes hurt

Name: Wesley Hurt

Date: 6/8/18