# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM478560

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Community Company	FORMERLY CommunityCo, Inc.	06/01/2018	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	YEC Global, LLC		
Street Address:	2398 East Camelback Road		
Internal Address:	Suite 110		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85016		
Entity Type:	Limited Liability Company: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	87327552	YEC NEXT
Serial Number:	87327556	YEC NEXT
Registration Number:	4446656	YEC

## CORRESPONDENCE DATA

Fax Number: 2028285393

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: 2028283566

Email: avohra@seyfarth.com

**Correspondent Name:** Anjali Vohra

Address Line 1: 975 F. Street N.W. Address Line 2: Seyfarth Shaw LLP Address Line 4: Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	106111-000003
NAME OF SUBMITTER:	Anjali Vohra
SIGNATURE:	/Anjali Vohra/
DATE SIGNED:	06/19/2018

**Total Attachments: 3** 

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### ASSIGNMENT OF TRADEMARKS AND RELATED APPLICATIONS

THIS ASSIGNMENT OF TRADEMARKS AND RELATED APPLICATIONS (this "Assignment") is made, executed and delivered by the undersigned, The Community Company (f/k/a CommunityCo, Inc.), a Delaware corporation (the "Assignor") to YEC Global, LLC, a Delaware limited liability company (the "Assignee"), effective as of the 1st of June, 2018.

WHEREAS, the Assignor is the owner of the U.S. trademarks and applications listed on <u>Schedule 1</u> attached hereto (collectively the "<u>YEC Marks</u>");

WHEREAS, the Assignor and the Assignee are parties to the Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which the Assignor has agreed to sell, assign, transfer and deliver to the Assignee and the Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest of the Assignor in and to all or substantially all of the assets of the Assignor related solely to the YEC and YEC Next business, including the YEC Marks (the "Transaction");

WHERAS, upon the consummation of the Transaction, the Assignee shall become a successor to the ongoing and existing YEC and YEC Next business of the Assignor, to which the YEC Marks pertain;

WHEREAS, the Assignor desires to convey, transfer, assign, deliver and contribute to the Assignee all of its right, title and interest in and to the YEC Marks;

WHEREAS, Assignee is desirous of acquiring Assignor's right, title and interest in said trademark registrations/applications together with the goodwill symbolized by the YEC Marks, if any;

WHEREAS, the Assignor represents and warrants that (a) Assignor is the true and beneficial owner of the YEC Marks and that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to anyone other than the Assignee by the Assignor or any predecessor in title thereto, and that the Assignor hereby possesses the full right to convey the entire right, title and interest in the YEC Marks as assigned herein; (b) Assignor has not sold, transferred or assigned the YEC Marks to any third party nor will Assignor take any action, or execute any instrument or grant or transfer any rights, title or interests inconsistent with the rights, title and interests assigned herein; and (c) the person executing this Assignment has been duly authorized by the Assignor to execute this Assignment on behalf of Assignor, and Assignor has the full right, power and authority to execute and deliver this Assignment and all the related documents to be executed and delivered hereunder as well as to consummate the transactions contemplated hereby and thereby which is not a breach of any other agreement.

WHEREAS, the Assignor agrees to perform such further acts as may be necessary or desirable to transfer, perfect, and defend the Assignee's ownership of the YEC Marks

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as may reasonably be requested by the Assignee from time to time.

NOW, THEREFORE, in consideration of the amounts and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, all of Assignee's right, title and interest in said trademark applications together with all of the goodwill in connection with the YEC Marks and with the full right to sue in law or equity, in order to protect the YEC Marks and the right to recover for any past or future infringement of the YEC Marks and any and all other rights and remedies associated with the use, ownership and registration of the YEC Marks throughout the world.

The Commissioner of Trademarks is hereby requested and authorized to issue any certificates or notifications to the Assignee and to correspond hereinafter with the Assignee's attorneys at Seyfarth Shaw LLP regarding any matter relating to the prosecution, alteration or amendment of the YEC Marks.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by an officer thereof, duly authorized, as of the date set forth above.

The Community Company

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# SCHEDULE 1 List of Trademarks

Trademark	Registration/Serial Number
YEC	4,446,656
YEC NEXT	87/327,552
YEC NEXT	87/327,556

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**RECORDED: 06/19/2018** 

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