

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM485836

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cass Riese		07/20/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	World Holdings, Inc.		
Street Address:	1712 Pioneer Avenue Suite 500		
City:	Cheyenne		
State/Country:	WYOMING		
Postal Code:	82001		
Entity Type:	Corporation: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86578659	POT O COFFEE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	calguire@isodiol.com		
Correspondent Name:	World Holdings Inc.		
Address Line 1:	1712 Pioneer Avenue Suite 500		
Address Line 4:	Cheyenne, WYOMING 82001		
NAME OF SUBMITTER:	Coleman Alguire		
SIGNATURE:	/s/		
DATE SIGNED:	08/13/2018		
Total Attachments: 3			
source=Assignment from Riese, Cass. to WHI - Pot O Coffee 7.20.2018.doc#page1.tif			
source=Assignment from Riese, Cass. to WHI - Pot O Coffee 7.20.2018.doc#page2.tif			
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OP \$40.00 86578659

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is entered in to on this July 20, 2018 (“**Effective Date**”), made by and between,

Cass Riese., an individual, with its address located at 5301 N. Federal Hwy. Suite 110, Boca Raton, FL 33487, (“**Assignor**”)

and,

WORLD HOLDINGS, INC., a Wyoming Corporation with its office located at 1712 Pioneer Ave. Suite 500 Cheyenne, WY 82001, (“**Assignee**”).

In this Agreement, the Assignor and the Assignee are individually referred to as “**Party**”, and collectively, as “**Parties**”.

Background

Assignor is the beneficial owner of the trademarks and trademark application(s) (“**Trademark**”) filed with the United States Patent and Trademark Office (“**USPTO**”) in the United States of America, (“**Territory**”) details of which are as seen in Exhibit A “Assigned Marks”

Assignor desires to assign the Trademark in its current state to the Assignee and the Assignee desires to acquire from the Assignor the Trademark in its current state in accordance with the terms and conditions of this Agreement.

The Parties agree to the following terms and conditions:

1. TERMS. For and in consideration of the sum of ONE US dollar (\$1.00 only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), Assignee shall be granted any and all rights that Assignor may have in and to the said mark and the registration therefore, **together with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark**, along with the right to recover damages and profits for past infringements thereof in the Territory. This Agreement shall come into effect as of the Effective Date.

2. RESPONSIBILITIES OF THE PARTIES. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee. The Assignor shall also furnish the Assignee with the original certificates covering the Trademark when available and appropriate.

The Assignor agrees to continue the pursuit of the Trademark with the USPTO. Once the Trademark is granted, the Assignor and Assignee shall complete form PTO-1594 or its equivalent for submission to the Director of the USPTO to record this Agreement. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement. Assignor agrees that Assignee may make use of the Trademark until the execution of such document(s).

3. WARRANTINES. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in the Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of any third-party rights.

The Trademark is assigned in its present legal status, which is known to the Assignor and Assignee. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before the court or national authorities, which may adversely affect the Trademark other than those of the Assignor. The Assignor does not take any further guarantee.

4. GENERAL PROVISIONS.

Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted by the laws of the State of California (without regard to principles of conflicts of law).

Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Parties on the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Parties other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Party unless in writing and signed by both the Parties.

Counterparts. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

Further Effect. The parties agree to execute other documents reasonably necessary to effect further and evidence the terms of this Agreement if the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

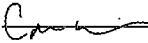
Headings. The headings used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Party or to such other addresses.

The Parties acknowledge that each Party has read this Agreement, understands it and agrees to be bound by this Agreement, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

Attested to on the following page.

For and on behalf of the Assignor

DocuSigned by:
Signature: 
34F9554518764E7...
Name: Cass Riese
Title: _____
Date: 7/20/2018 1:14:53 PM PDT

For and on behalf of the Assignee


DocuSigned by:
Signature: 
5964049529E7432...
Name: Marcos Agramont
Title: President
Date: 7/20/2018 12:58:26 PM PDT

EXHIBIT A

Assigned Marks

<u>Name</u>	<u>Serial/ Application Number</u>
Pot O Coffee	86578659

