

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496525

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MyChurch LLC		10/25/2018	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	NPO Apps Inc.		
Street Address:	18300 Redmond Way #300		
City:	Redmond		
State/Country:	WASHINGTON		
Postal Code:	98052		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4499045	MYCHURCH	
CORRESPONDENCE DATA			
Fax Number:	2025858080		
<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:	2025858000		
Email:	nptm@nixonpeabody.com		
Correspondent Name:	David L. May, Nixon Peabody LLP		
Address Line 1:	799 9th Street, NW, Suite 500		
Address Line 4:	Washington, D.C. 20001		
ATTORNEY DOCKET NUMBER:	069066-96		
NAME OF SUBMITTER:	Jennette E. Wiser		
SIGNATURE:	/Jennette E. Wiser/		
DATE SIGNED:	11/02/2018		
Total Attachments: 10			
source=069066-96 MyChurch LLC to NPO Apps#page1.tif			
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AGREEMENT

This Agreement (“**Agreement**”) is entered into by and between NPO Apps Inc., a Delaware Corporation (“**NPO Apps**”), and MyChurch LLC, an Indiana Limited Liability Company having an address of P.O. Box 541, Bargersville, Indiana 46106 (“**MyChurch LLC**”) (each entity is individually referred to as a “**Party**” and collectively as the “**Parties**”), and is effective as of the date of the last signature below (the “**Effective Date**”).

WHEREAS, MyChurch LLC is the owner of record of U.S. Trademark Registration No. 4,499,045 for the mark MYCHURCH for the goods and services set forth therein, a copy of the registration certificate for which is set forth in **Exhibit A** hereto (“**MYCHURCH Registration**”);

WHEREAS, MyChurch LLC is the registrant of following domain names incorporating the MYCHURCH mark: mychurchapp.net; mychurch.us; mychurch.co; and mychurch.asia (collectively, “**MYCHURCH Domain Names**”); and

WHEREAS, MyChurch wishes to assign and transfer, and NPO Apps wishes to acquire, any and all rights, title and interest in the MYCHURCH Registration and MYCHRUCH Domain Names per the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. MyChurch LLC hereby (i) assigns to NPO Apps, pursuant to the Assignment set forth in **Exhibit B** hereto, any and all right, title and interest that it has in and to the mark MYCHURCH and the MYCHURCH Registration including all goodwill associated therewith and (ii) agrees to cooperate in good faith with NPO Apps relative to providing any and all assistance in perfecting the assignment of the MYCHURCH Registration and the recordation of the same.

2. Within ten (10) business days of the Effective Date of this Agreement, MyChurch LLC shall take any and all needed actions to transfer to NPO Apps the MYCHURCH Domain Names and any other domain names containing the terms “my” and “church” within its ownership, possession, and/or control.

3. Subject to the terms of this Agreement, MyChurch LLC shall immediately cease and permanently desist from any and all use of the term MYCHURCH, or combination of the terms MY and CHURCH, or any terms similar thereto, as a trademark, service mark, trade name, meta tag, social media name, domain name or any other type of source identifier.

4. In consideration of the terms set forth herein, NPO Apps within ten (10) days of the Effective Date of this Agreement shall pay to MyChurch LLC the total amount of Seven Thousand Five Hundred U.S. Dollars (\$7,500).

5. Subject to full and complete compliance with the terms and conditions of this Agreement, the Parties hereby release and discharge each other, each other's current and former parents, affiliates, subsidiaries, divisions, owners, officers, directors, employees, agents, representatives, attorneys, successors, and assigns of and from any and all claims, actions, causes of action, suits, obligations, liabilities, and demands whatsoever, whether in law or equity, whether or not asserted, or that could have been asserted, and that either Party has or ever had prior to the Effective Date of this Agreement.

7. Except as necessary to effectuate any requirement within the terms of this Agreement or except to the extent required to be disclosed by a court order or governing law, the terms and facts of this Agreement shall be kept confidential by the Parties along with the negotiations leading up to the execution of this Agreement. Prior to making any compulsory disclosure by court order or governing law, any Party subject to an obligation to disclose any terms of this Agreement shall give as much notice as is reasonably possible to the other Party. Notwithstanding the foregoing, NPO Apps shall be permitted to record a copy of the Assignment with the U.S. Patent and Trademark Office and any other trademark office or tribunals and take any other action needed to perfect the rights conferred by the Assignment.

8. The territorial scope of this Agreement is worldwide.

9. Each of the Parties hereby expressly acknowledges and agrees that each and every term and condition of this Agreement is a material part of the Agreement, and constitutes a material part of the bargained-for consideration which has induced the Parties to enter into this Agreement.

10. The waiver by any of the Parties of any breach of any provision hereof shall not be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself.

11. This Agreement may be signed using one or more counterparts and shall be enforceable upon the exchange of executed counterparts by fax or e-mail. The separately executed copies together shall be considered an original and shall be binding on the Parties.

12. Any dispute arising from this Agreement, including any rights, remedies or obligations, shall be governed by and construed under in accordance with, the laws of the state of Delaware without giving effect to Delaware state's conflict of law principles. If any Party breaches its obligations under this Agreement or breaches any of the warranties herein, the non-breaching Party shall be entitled to recover all attorneys' fees and other costs incurred in remedying such breach, including, without limitation, all attorneys' fees and costs incurred in connection with investigating such breach, communicating with the Party in breach, and bringing any action or proceeding to redress such breach, in addition to any other relief to which such Party may be entitled. The Parties agree that any breach of this Agreement shall cause the non-breaching Party irreparable harm and shall be grounds for temporary, preliminary, and permanent injunctive relief without any bond.

13. This Agreement is executed voluntarily and without any duress or undue influence on the Parties or their officers, employees, agents or attorneys, and no Party is relying

on any inducements, promises, or representations made by any other Party or any of its officers, employees, agents or attorneys other than as set forth herein. The Parties acknowledge that they have been represented in the negotiations for and in the preparation of this Agreement by counsel, that they have had the opportunity to have this Agreement fully explained to them by such counsel, and that they are aware of the contents of this Agreement and of its legal effect.

14. In the event that any of the provisions of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected, and in lieu of such unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms as may be valid and enforceable.

15. This Agreement contains the entire understanding of the Parties and supersedes any prior understandings, negotiations and agreements, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement cannot be modified or amended, except as mutually agreed by the Parties in writing.

16. The obligations imposed by this Agreement shall be effective and binding upon and inure to the benefit of the Parties and upon their partners, officers, directors, parents, employees, successors, assigns, licensees, affiliates, related businesses, subsidiaries and other related companies.

17. Each Party represents and warrants that (a) it has read this Agreement, has received the assistance of counsel with respect to this Agreement, and understands the contents hereof, and has executed this Agreement voluntarily and without duress or undue influence on the part of or on behalf of any other Party; and (b) the person signing this Agreement on such Party's behalf has authority to do so, and that there is no need for court approval or for the countersignature of any other person, including without limitation, any officer, director, member, stockholder or other representative, to make the Agreement binding against that Party.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their signatures below.

NPO Apps Inc.

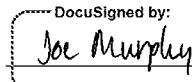
By:  _____
DocuSigned by:
3A01C0644B16423...

Name: Chris Heaslip

Title: CEO

Date: 10/25/2018

MyChurch LLC

By:  _____
DocuSigned by:
264802E94AA14B7...

Name: Joe Murphy

Title: Co-Founder

Date: 10/25/2018 12:32:26 PM PDT

EXHIBIT A

United States of America

United States Patent and Trademark Office

myChurch

Reg. No. 4,499,045

Registered Mar. 18, 2014

Int. Cl.: 9

TRADEMARK

PRINCIPAL REGISTER

MYCHURCH, LLC (FORMERLY LIMITED LIABILITY COMPANY)
P.O. BOX 541
BARGERSVILLE, IN 46106

FOR: COMPUTER SOFTWARE PLATFORMS FOR CHURCHES, NAMELY, FOR PROVIDING CHURCH DIRECTORY INFORMATION, PROVIDING SERMON LIBRARY, PUBLISHING CHURCH CALENDAR, NOTIFYING THE PARENTS OF CHILDREN NEEDING ASSISTANCE, DISSEMINATING INFORMATION ABOUT THE CHURCH TO CHURCH MEMBERS VIA ELECTRONIC COMMUNICATION, AND PROCESSING FINANCIAL TRANSACTIONS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 28 AND 38).

FIRST USE 11-1-2012; IN COMMERCE 11-1-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

S/N 89-786,996, FILED 10-27-2013.

EDWARD NELSON, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

EXHIBIT B

ASSIGNMENT

THIS ASSIGNMENT (“**Assignment**”) is entered into by and between NPO Apps Inc., a Delaware Corporation (“**Assignee**”) and MyChurch LLC, an Indiana Limited Liability Company having an address of P.O. Box 541, Bargersville, Indiana 46106 (“**Assignor**”) and is effective as of the date of the last signature below (the “**Effective Date**”).

WHEREAS, Assignor represents that it is (i) the owner of the entire right, title and interest in and to the trademark MYCHURCH including but not limited to all common law rights thereto, and goodwill associated therewith and (ii) the owner of record of the U.S. trademark registration for MYCHURCH as set forth in Schedule A hereto (collectively the “**Trademark**”); and

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, any and all rights, title and interest in the Trademark; and

WHEREAS, upon the assignment of said Trademark to Assignee, Assignor agrees to assist Assignee at Assignee’s reasonable expense in providing any documentation, pictures, drawings, specimens and/or any other information Assignee may need to renew the registration for the Trademark, defend the registration for the Trademark, and/or otherwise perfect the rights thereto and to enforce rights to the Trademark and the registration therefore against any third-party infringer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts from the Assignor, all of Assignor’s full and complete right, title and interest in and to the Trademark in the United States and throughout the world, all rights appurtenant thereto, together with the goodwill associated with said Trademark, and the goods and services on which the Trademark is used and for which it is registered.

Assignor further assigns to Assignee all rights to sue for, recover from and receive all damages, at Assignee’s discretion, occurring from past, present and future infringing or misappropriating uses of the Trademark by any third-party.

This Assignment shall be binding on the Parties, their successors and/or assigns and all others acting by, through, with, or under their direction, and all those in privity therewith.

This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates set out below.

NPO Apps Inc.

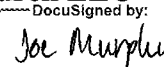
By: DocuSigned by:  _____
3A0100244E1B423

Name: Chris Heaslip

Title: CEO

Date: 10/25/2018

MyChurch LLC

By: DocuSigned by:  _____
264802E94AA14B7...

Name: Joe Murphy

Title: Co-Founder

Date: 10/25/2018 12:32:26 PM PDT

SCHEDULE A

United States of America
United States Patent and Trademark Office

myChurch

Reg. No. 4,499,045

Registered Mar. 18, 2014

Int. CL: 9

TRADEMARK

PRINCIPAL REGISTER

MYCHURCH,LLC (INDIANA LIMITED LIABILITY COMPANY)
P.O. BOX 541
BARGERSVILLE, IN 46106

FOR: COMPUTER SOFTWARE PLATFORMS FOR CHURCHES, NAMELY, FOR PROVIDING CHURCH DIRECTORY INFORMATION, PROVIDING BIBLES LIBRARY, PUBLISHING CHURCH CALENDAR, NOTIFYING THE PARENTS OF CHILDREN NEEDING ASSISTANCE, REPRESENTING INFORMATION ABOUT THE CHURCH TO CHURCH MEMBERS VIA ELECTRONIC COMMUNICATION, AND PROCESSING FINANCIAL TRANSACTIONS, IN CLASS 9 (U.S. CLS. 24, 23, 26, 36 AND 38)

FIRST USE 11-1-2002, IN COMMERCE 11-1-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SEE 87-765,398, FILED 10-27-2012.

EDWARD NELSON, EXAMINING ATTORNEY



Michelle K. Lee
Deputy Director of the United States
Patent and Trademark Office