TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM569037

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Poetic Systems, LLC		03/24/2020	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Poetic Digital, LLC
Street Address:	5120 Woodway Drive
Internal Address:	Ste 9020
City:	Houston
State/Country:	TEXAS
Postal Code:	77056
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5803453	POETIC

CORRESPONDENCE DATA

Fax Number: 4043937058

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: 4044353665

Email: rachel.huffstetler@fisherbroyles.com

Correspondent Name: Rachel Huffstetler Address Line 1: 4279 Roswell Rd Address Line 2: Ste 208, #260

Address Line 4: Atlanta, GEORGIA 30327

NAME OF SUBMITTER:	Rachel H. Huffstetler
SIGNATURE:	/Rachel H. Huffstetler/
DATE SIGNED:	03/26/2020

Total Attachments: 3

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> **TRADEMARK** REEL: 006900 FRAME: 0612

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made and entered into as of February_____. 2020, by POETIC

SYSTEMS, LLC, a Texas company having an address of 5120 Woodway Dr., Suite 9020, Houston,

TX 77056, US ("Assignor") for the benefit of POETIC DIGITAL, LLC a Texas company having

an address of 5120 Woodway Dr., Suite 9020, Houston, TX 77056, US ("Assignee").

WHEREAS, Assignor is the owner of the United States trademarks set forth in $\underline{\mathsf{Exhibit}} \mathbf{A}$

(the "Trademarks"); and

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title

and interest in and to the Trademarks, together with any goodwill of the business in connection with

which the Trademarks are used and which is symbolized by the Trademarks, along with the right to

sue and recover damages and profits for past infringements thereof; and

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and

interest in and to the Trademarks, together with any goodwill of the business in connection with

which the Trademarks are used and which is symbolized by the Trademarks, along with the right to

sue and recover damages and profits for past infringements thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of

which is hereby acknowledged. Assignor hereby transfers and assigns to Assignee, its successors and

assigns. Assignor's entire right, title and interest in and to the Trademarks, together with all of the

goodwill of the business in connection with which the Trademarks are used and which is symbolized

by the frademarks, along with the right to sue and recover damages and profits for past infringements

theruof.

AND, we hereby bind ourselves, our heirs, legal representatives, administrators, and assigns properly to execute without further consideration any and all applications, petitions, oaths, and assignments or other papers and instruments which may be necessary in order to carry into full force and effect the sale, assignment, transfer, and conveyance hereby made or intended to be made and generally do everything possible to aid Assignee and its legal representatives and assigns, to obtain and enforce proper protection for said Trademarks in all countries throughout the world.

IN WITNESS WHEREOF. I have executed this Assignment on this, the Assignment of this this the Assignment of this thin the Assignment of the Assignmen

POETIC SYSTEMS, LLC

Name: Matthew Hager

Title: Managing Partner

State of TexOS —

County of HARTES.

On this, the 24th day of MOTCH 2020, before me, a Notary Public, personally appeared MOTTMELL HOGEL , who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or entity upon whose hehalf he acted, executed the instrument.

Mary Public (Xana . _ (Seal

My Commission Expires 2-25-2023

MARISOL ANAI LARA AS Notary Public, State of Texast Comm. Expires 07-25-2023 Notary ID 131906035

<u>exhibit A</u>

App. Ser. No	87936730
Reg. No.	5803453
Reg. Type	Principal
Status	Registered
International Class Goods/Services	O42 Design and development of software in the field of mobile applications: design. Design and development of software in the field of mobile applications: design the element implementation and maintenance of web sites for others bossing of web sites; hosting the software, websites and other computer applications of others on a sites; hosting the software, websites and other computer applications of others on a virtual private servert and data automation and collection service using proprietary software to evaluate, analy so and collect data.
filing Date	May 25, 2018
Registration Date	July 16, 2019

TRADEMARK REEL: 006900 FRAME: 0615

RECORDED: 03/26/2020