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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM572059

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
INCISENT Labs Investments LLC		04/14/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	INCISENT Labs Group LLC		
Street Address:	833 West Jackson, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	Limited Liability Company: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4513761	COOLER BY THE LAKE
Registration Number:	4608245	CHICAGO FOUNDERS' STORIES

CORRESPONDENCE DATA

Fax Number: 2149813400

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: (214) 981-3300

Email: ipdocketing@sidley.com
Correspondent Name: JULIA M. CHESTER

Address Line 1: 2021 MCKINNEY AVENUE, SUITE 2000

Address Line 4: DALLAS, TEXAS 75201

NAME OF SUBMITTER:	Julia M. Chester
SIGNATURE:	/Julia M. Chester/
DATE SIGNED:	04/15/2020

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is entered into as of the 14th day of April, 2020, by and between INCISENT Labs Investments LLC, a Delaware limited liability company having a principal place of business at 833 West Jackson, Suite 800 Chicago ILLINOIS 60607 ("ILi") and INCISENT Labs Group LLC, a Delaware limited liability company having a principal place of business at 833 West Jackson, Suite 800 Chicago ILLINOIS 60607 ("ILG").

WHEREAS, ILi owns all right, title and interest in and to and is the sole and exclusive owner of certain United States trademarks (collectively, the "Marks"), including without limitation, the Marks listed on <u>Schedule A</u> attached hereto and incorporated herein;

WHEREAS, ILi desires to assign, sell and transfer to ILG all of its right, title and interest in and to the Marks, and ILG desires to acquire the Marks;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ILi and ILG agree as follows:

- 1. <u>Assignment of Marks.</u> ILi hereby assigns, sells and transfers to ILG all of ILi's right, title and interest in, to and under, the Marks, whether registered or used at common law, and whether or not listed on <u>Schedule A</u> hereto, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks.
- 2. <u>Filing: Further Assurances.</u> ILG may record this Agreement in the United States Patent and Trademark Office, or any other applicable governmental office or agency (collectively, the "Filing Offices"). ILi shall cooperate with and assist ILG, at ILG's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required): (i) in the preparation and prosecution of any applications covering the Marks assigned herein; (ii) in obtaining any additional protection for any of the Marks that ILG may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (iii) in the implementation of this Agreement or the perfection of ILG's rights hereunder.
- 3. Relationship of the Parties. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership, or principal-agent relationship between the parties. Neither party by virtue of this Agreement shall have any right, power or authority, express or implied, to act on behalf of or enter into any undertaking binding the other party. This Agreement shall not be construed to create rights, express or implied, on behalf of, or for the use of, any parties aside from ILi and ILG. Neither ILi nor ILG shall be obligated, separately or jointly, to any third parties or any third party beneficiaries by virtue of this Agreement.

4.	Successors and Assigns.	This Agreement	shall bind,	and inure to the	ne benefit of, the
respective s	successors and permitted a	ssigns of ILi and	ILG.		

IN WITNESS WHEREOF, ILi and ILG have executed this Agreement as of the date first written above.

INCISENT LABS INVESTMENTS LLC	INCISENT LABS GROUP LLC
By:/Patrick G. Ryan/	By: /Patrick G. Ryan/
Title: Owner	Title: Owner

SCHEDULE A

Marks

MARK	COUNTRY	REG.	REG.DATE	GOODS/SERVICES	STATUS
COOLER BY THE LAKE	U.S.	4513761	April 15, 2014	Class 41: Entertainment and educational services, namely, providing a website featuring blogs regarding entrepreneurial initiatives and new technology for successful business practices; video production services, namely, production of videos showing interviews with business leaders for guidelines on business development, entrepreneurial initiatives, and new technology for successful business practices	Registered
CHICAGO FOUNDERS' STORIES	U.S.	4608245	September 23, 2014	Class 35: Providing a website featuring business information in the form of video interviews with business leaders on their professional stories, insights on business development, and entrepreneurial initiatives; Hosting of meetings for the exchange of information on successful business practices for commercial purposes Class 41: Entertainment and educational services, namely, hosting of an interview and motivational speaker series with business leaders on their professional stories, insights on business development, and entrepreneurial initiatives for educational purposes	Registered

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RECORDED: 04/15/2020