

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463366

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brazen St. Louis	FORMERLY Prosper Women Entrepreneurs	09/01/2017	Non-Profit Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	Brazen Global Inc.		
Street Address:	103 W. Lockwood, Suite 202		
City:	Saint Louis		
State/Country:	MISSOURI		
Postal Code:	63119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87334651	BRAZEN	
CORRESPONDENCE DATA			
Fax Number:	3146212323		
<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:	3146215070		
Email:	iptm@armstrongteasdale.com		
Correspondent Name:	Armstrong Teasdale LLP		
Address Line 1:	7700 Forsyth Boulevard, Suite 1800		
Address Line 4:	Saint Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	37027.1		
NAME OF SUBMITTER:	Courtney Jackson		
SIGNATURE:	/Courtney Jackson/		
DATE SIGNED:	02/26/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, effective as of September 1, 2017 (this “**Assignment**”), is made and entered into by and between Brazen St. Louis f/k/a Prosper Women Entrepreneurs, a Missouri non-profit corporation (“**Assignor**”), and Brazen Global Inc., a Delaware corporation (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement, by and between the Parties, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, Assignor and Assignee are parties to the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign all of its right, title and interest in and to the Intellectual Property Assets, including but not limited to the trademarks, service marks, application, and domain name set forth herein on Exhibit A, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same.

NOW, THEREFORE, in consideration of the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement, and the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Intellectual Property Assets, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Intellectual Property Assets, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Intellectual Property Assets, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Intellectual Property Assets from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Intellectual Property Assets as Assignee shall reasonably request.

3. Unassignable Rights. To the extent any of the Intellectual Property Assets cannot presently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration of unassignable Intellectual Property Assets) unassignable Intellectual Property Assets or otherwise dispute or challenge Assignee’s or its assignee’s assignment,

transfer, sale, registration or use of such unassignable Intellectual Property Assets. In the event any such unassignable Intellectual Property Assets subsequently becomes assignable, Assignor shall promptly take all necessary action to assign such Intellectual Property Assets to Assignee.

4. Recordation. Assignee may record this Assignment with the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be. All costs associated with any such recordations shall be paid by Assignee.

5. Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Intellectual Property Assets as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

7. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

8. Governing Law. The law of the State of Missouri shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Missouri or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Missouri.

9. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

10. Coordination with Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject to and with the benefit of the respective representations, warranties, covenants, terms, conditions and other provisions of the Purchase Agreement. The Parties acknowledge that this Assignment and the Purchase Agreement are intended to be consistent and complementary; however, in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will

control. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

11. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

12. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

13. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile, pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

BRAZEN ST. LOUIS F/K/A
PROSPER WOMEN ENTREPRENEURS

By: Mary Jo Gorman
Mary Jo Gorman,
Vice Chair

ASSIGNEE:

BRAZEN GLOBAL INC.

By: _____
Jennifer Ehlen,
Chief Executive Officer

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

BRAZEN ST. LOUIS F/K/A
PROSPER WOMEN ENTREPRENEURS

By: _____
Mary Jo Gorman,
Vice Chair

ASSIGNEE:

BRAZEN GLOBAL INC.

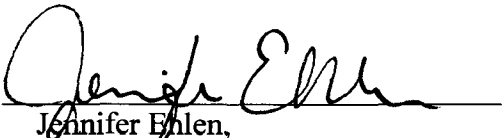
By:  _____
Jennifer Ehlen,
Chief Executive Officer

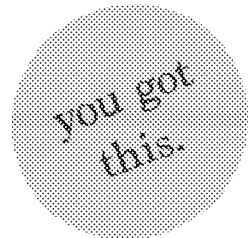
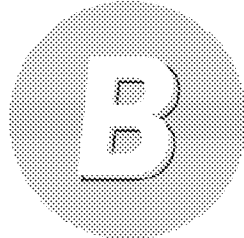
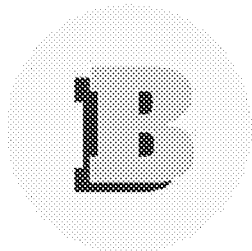
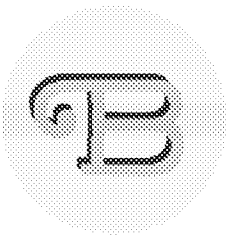
EXHIBIT A

Application for Registration

Trademark	U.S. Application Serial No.	Services
BRAZEN	87/334,651	<p>Class 42: Providing a website featuring on-line non-downloadable software for women business owners and entrepreneurs for facilitating access to mentors, social media, and promotion services and for distributing educational and training resource materials</p> <p>Class 41: Business training consultancy services; leadership development training in the field of business and entrepreneurship; business training in the field of leadership development, executive coaching, and entrepreneurship; educational services, namely classes, seminars, workshops, one-on-one training, and providing motivational and educational speakers for women business owners and entrepreneurs to facilitate business networking and access to peer advisory groups, forum groups, mentors, social media, and training materials; business training; teaching and training in business; providing an in-person educational forum in the field of women business owners and entrepreneurs; educational services, namely, conducting classes and one-on-one training in the field of business development and entrepreneurship, and distribution of educational materials in connection therewith</p> <p>Class 35: Business consulting for women business owners and entrepreneurs to facilitate business networking and access to peer advisory groups, forum groups, mentors, social media, and training materials; business networking; on-line business networking services; business networking of peer to peer learning and mentoring groups; providing an in-person business forum in the field of women business owners and entrepreneurship; business development services, namely, providing start-up support for businesses of others; business consulting services in business leadership development and business management; provision of business information via global computer networks; arranging and conducting special events for business purposes; business meeting planning</p>

Unregistered Marks

BRAZEN



*be
bold.*

*DO IT
ANYWAY.*

*BE
BRAZEN*

*no
apologies*

#NOCEILINGS

owning it.

*MY BUSINESS
MY WAY.*

*BE THE
BOSS*

BRAZEN
ST. LOUIS

Domain Name

www.brazenglobal.com