### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM491500

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Executive Arena, Inc.		06/13/2018	Corporation: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	DRVIN, LLC
Street Address:	1838 Sir Tyler Drive
Internal Address:	Suite 210
City:	Wilmington
State/Country:	NORTH CAROLINA
Postal Code:	28405
Entity Type:	Limited Liability Company: NORTH CAROLINA

#### PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	87340633	CHAOS
Serial Number:	87812227	CHEVALIER DU GRAND ROBERT
Registration Number:	3620245	CONTEMPO
Serial Number:	87025088	COPPER CAP
Serial Number:	87879800	CRYPTO
Registration Number:	4248461	CURRENCY
Serial Number:	87879819	FAUX SECCO
Serial Number:	87454855	INFERNO
Serial Number:	87812447	KILLER CAB
Registration Number:	4151226	PIN POINT
Registration Number:	4118359	QUANTA
Registration Number:	5162531	RAW BAR
Serial Number:	87956209	RITZY A FAMILY OF SWEET WINES
Serial Number:	86888362	ROBERT RYAN
Registration Number:	4151227	SEA SALT
Serial Number:	87454830	TEE BOX
Serial Number:	87812077	TENURE
Serial Number:	87812353	TINDER BOX
		TRADEMARK

900467609 **REEL: 006473 FRAME: 0318** 

Property Type	Number	Word Mark
Serial Number:	87812177	VIBE

#### CORRESPONDENCE DATA

Fax Number:

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:** 8436417786

**Email:** ip@finchpaolino.com

Correspondent Name: Gregory Finch

Address Line 1: 91 Rutledge Avenue

Address Line 4: Charleston, SOUTH CAROLINA 29401

NAME OF SUBMITTER:	Gregory Finch
SIGNATURE:	/Gregory Finch/
DATE SIGNED:	09/26/2018

#### **Total Attachments: 39**

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TRADEMARK REEL: 006473 FRAME: 0320

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "CHAOS" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,340,633 and an application filing date of February 17, 2017 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
- 5. Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "CHEVALIER DU GRAND ROBERT" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,812,227 and an application filing date of February 27, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- 1. **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and

- (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.
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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "KILLER CAB" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,812,447 and an application filing date of February 27, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:	
Rob Kuchar	Rob Kuchar	
Robert Kuchar, CEO	Robert Kuchar, CEO	

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#### **Background**

**WHEREAS**, Assignor is the owner of the "COPPER CAP" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,025,088 and an application filing date of May 04, 2016 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

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#### **Background**

**WHEREAS**, Assignor is the owner of the "RITZY A FAMILY OF SWEET WINES" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,956,209 and an application filing date of June 11, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- 1. **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
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Robert Kuchar, CEO	Robert Kuchar, CEO

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#### **Background**

**WHEREAS**, Assignor is the owner of the "FAUX SECCO" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,879,819 and an application filing date of April 17, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
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#### **Background**

**WHEREAS**, Assignor is the owner of the "ROBERT RYAN" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 86,888,362 and an application filing date of January 27, 2016 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

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#### **Background**

**WHEREAS**, Assignor is the owner of the "TENURE" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,812,077 and an application filing date of February 27, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
- 5. Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "INFERNO" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,454,855 and an application filing date of May 18, 2017 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "CRYPTO" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,879,800 and an application filing date of April 17, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "TEE BOX" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,454,830 and an application filing date of May 18, 2017 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "TINDER BOX" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,812,353 and an application filing date of February 27, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "VIBE" mark that is in the United States Patent and Trademark Office trademark application process, having Serial No. 87,812,177 and an application filing date of February 27, 2018 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The application for the Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:	
Rob Kuchar	Rob Kuchar	
Robert Kuchar, CEO	Robert Kuchar, CEO	

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "CONTEMPO" mark that is registered in the United States Patent and Trademark Office, Registration No. 3,620,245, dated May 12, 2009 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "PIN POINT" mark that is registered in the United States Patent and Trademark Office, Registration No. 4,151,226, dated May 29, 2012 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:	
Rob Kuchar	Rob Kuchar	
Robert Kuchar, CEO	Robert Kuchar, CEO	

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "CURRENCY" mark that is registered in the United States Patent and Trademark Office, Registration No. 4,248,461, dated November 27, 2012 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "RAW BAR" mark that is registered in the United States Patent and Trademark Office, Registration No. 5,162,531, dated March 14, 2017 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "QUANTA" mark that is registered in the United States Patent and Trademark Office, Registration No. 4,118,359, dated March 27, 2012 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
- 3. Representations and Warranties. Assignor represents and warrants that: (i) Assignor has no knowledge of any third-party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Trademark; (ii) Assignor has the right, authority and power to enter into this Agreement; and (iii) no third-party consents, assignments or licenses are necessary to perform under this Agreement.

- 4. Governing Laws. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, United States of America, excluding its conflicts of laws principles.
- 5. Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.
- 6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and DRVIN with respect to the subject matter hereof and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof.

THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of this 13<sup>th</sup> day of June 2018 (the "Effective Date"), is by and between The Executive Arena, Inc, a North Carolina corporation (the "Assignor") and DRVIN, LLC, a North Carolina limited liability company ("DRVIN").

#### **Background**

**WHEREAS**, Assignor is the owner of the "SEA SALT" mark that is registered in the United States Patent and Trademark Office, Registration No. 4,151,227, dated May 29, 2012 (the "*Trademark*");

**WHEREAS**, DRVN is the successor to a portion of the Assignor's business, to which the Trademark pertains and that business is ongoing and existing;

**WHEREAS**, it is Assignor's intention to assign and transfer to DRVIN all of Assignor's right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark and DRVIN desires to acquire the Assignor's rights in the Trademark;

- **Recitals.** The above recitals are true and correct and incorporated herein.
- 2. Intellectual Property Rights. Assignor hereby conveys, transfers, and assigns to DRVIN all existing and future right, title, and interest of whatever kind in the Trademark, together with (i) the goodwill of the business symbolized by the Trademark; (ii) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademark, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark; and (iii) all rights to sue for past, present and future infringement or misappropriations of the Trademark. The Trademark is being assigned as part of the entire business or portion thereof to which the Trademark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060.
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THE EXECUTIVE ARENA, INC.:	DRVIN, LLC:
Rob Kuchar	Rob Kuchar
Robert Kuchar, CEO	Robert Kuchar, CEO



TITLE Trademark Assignments

FILE NAME Trademark ... Arena).doc and 18 others

**DOCUMENT ID** 7e38f2ec609ad62208c617f07f85467b5fc51389

STATUS \*\* Completed

**Document History** 

09/06/2018 Sent for signature to Rob Kuchar (rob@robkuchar.com) from

15:38:19 UTC gfinch@finchpaolino.com

IP: 99.93.252.22

O9/06/2018 Viewed by Rob Kuchar (rob@robkuchar.com)

VIEWED 15:47:49 UTC IP: 174.230.24.3

**09/07/2018** Signed by Rob Kuchar (rob@robkuchar.com)

\$16NES 19:09:37 UTC IP: 174.124.174.215

77 09/07/2018 The document has been completed.

COMPLETED 19:09:37 UTC

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RECORDED: 09/26/2018 REEL: 006473 FRAME: 0359