

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525540

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Helium Collective, LLC		05/23/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Helium SEO, LLC		
Street Address:	11311 Cornell Park Dr., Suite 125		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45242		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87624563	HELIUM	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	5136516800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Matthew Delaney c/o Frost Brown Todd LLC		
Address Line 1:	3300 Great American Twr., 301 E. 4th St.		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Matthew D. Delaney		
SIGNATURE:	/Matthew D. Delaney/		
DATE SIGNED:	05/30/2019		
Total Attachments: 4			
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Exhibit A

INTELLECTUAL PROPERTY ASSIGNMENT

23rd

This Intellectual Property Assignment (the “*Assignment*”) is made and given this ___ day of May 2019, by Helium Collective, LLC, a Delaware limited liability company (“*Helium Collective*” or “*Assignor*”) in favor of Helium SEO, LLC, an Ohio limited liability company (“*Helium SEO*” or “*Assignee*”).

RECITALS

A. Assignor is the sole owner of the rights and title to the HELIUM trademark, Serial Number 87/624,563 the “*Trademark*”).

B. Pursuant to an Asset Purchase Agreement between the Assignor and Assignee of even date herewith (“*APA*”), Assignee is purchasing from Assignor, and Assignor is selling and transferring to Assignee, the Trademark and certain other assets held by Assignor and used in connection with Assignor’s business.

C. This Assignment is made pursuant to the following terms and subject to the representations, warranties, covenants, and other terms and conditions contained within the APA.

AGREEMENT

In consideration of the premises and for the consideration described in the APA, Assignor hereby assigns and agrees to assign to Assignee all right, title and interest in and to certain intellectual property according to the following terms:

1. Assignment of Trademark. Assignor hereby assigns all of its rights in the Trademark to Assignee, specifically including and HELIUM mark, along with any and all goodwill associated with Assignor’s use of the Trademark. Upon execution of this Assignment, Assignor shall cease and desist from further use of the words “Helium” or any other word or words that are confusingly similar to the Trademark in the connection with field of business assistance, advisory and consulting services in the field of online commerce, marketing, search engine optimization, and digital customer experiences except as otherwise may be agreed by Assignee from time to time. Assignor agrees and acknowledges that it has no intention to later adopt or resume use of the Trademark.

2. Assistance by Assignor. Assignor agrees to execute all necessary instruments to illustrate this Assignment or to cause the Trademark to be issued, granted, or registered to Assignee, to make all rightful oaths, and generally to do everything necessary or desirable to aid Assignee, its successors and assigns, to obtain and enforce proper acquisition, protection, and enforcement of the Trademark in the United States.

3. Notices. Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be sent by electronic mail, a private courier that provides a receipt for delivery, or certified mail, return

receipt requested, addressed to the parties at the addresses set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid). Notices shall be deemed to have been duly given when delivered, except that, if a notice is delivered on a Saturday, Sunday, or holiday, or after 5:00 p.m., such notice shall be deemed to have been duly given on the immediately following business day. Addresses for notices are as follows:

If to Assignee: Timothy Warren
11311 Cornell Park Dr.
Suite 125
Cincinnati, OH 45242
tim@helium-seo.com
Attention: Timothy Warren

with copy to: _____

If to Assignor: Hass Khalife
21728 SE 3rd Plc
Sammamish, WA 98074
hass@thinkhelium.com
Attention: Hass Khalife

with copy to: Andrew Pham
21728 SE 3rd Plc
Sammamish, WA 98074
andrew@thinkhelium.com
Attention: Andrew Pham

4. Entire Agreement; Amendment. This Assignment and the APA collectively constitute the entire agreement of the parties with respect to the subject matter hereof and supersede any and all prior agreements among the parties with respect to such subject matter. This Assignment may not be modified, amended, or terminated except by a written agreement specifically referring to this Assignment signed by Assignor and Assignee.

5. No Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

6. Binding Effect and Assignability. This Assignment shall be binding upon and inure to the benefit of each party hereto, its heirs, personal representatives, successors, and assigns. The

obligations of Assignor in this Assignment are personal to Assignor and may not be assigned. The rights and benefits of Assignee under this Assignment are freely assignable without prior notice to Assignors.

7. Captions. The section headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of said sections.

8. Governing Law; Jurisdiction and Venue. This Assignment and all amendments hereto shall be governed by and construed in accordance with the laws of the United States of America and the State of Washington applicable to contracts made and to be performed therein, without reference to its conflict of laws provisions. The state or federal courts in the State of Washington shall be the exclusive venue for any dispute, controversy, or claim arising from or related in any way to this Assignment, and each party consents to personal jurisdiction in any action brought in the state or federal courts of the State of Washington arising from or related in any way to this Assignment.

9. Severability. If any provision of this Assignment, or the application thereof, is determined for any reason and to any extent to be invalid or unenforceable, the remainder of this Assignment and the application of such provision to the other persons or circumstances will be interpreted so as to reasonably effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic, business, and other purposes of the void or unenforceable provision.

10. Remedies. Any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law or equity on such party, and the exercise of any one remedy will not preclude the exercise of any other.

11. Prevailing Party's Attorney's Fees and Expenses. Each party hereto shall bear its own expenses in connection with this Assignment and the transactions contemplated herein as well as those of such party's agents, representatives, accountants, and counsel. Notwithstanding the foregoing, in any action brought by any party hereto to enforce the obligations of any other party hereto, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and other expenses incurred in the prosecution or defense of such action.

12. Absence of Third Party Beneficiary Rights. No provision of this Assignment is intended or shall be interpreted to create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, officer, employee, or agent of any party hereto or any other person or entity unless specifically provided otherwise herein, and, except as so provided, all provisions hereof will be personal solely between the parties to this Assignment.

Signature page follows this page.

Assignor has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR

HELIUM COLLECTIVE, LLC, a Delaware
limited liability company

By: Hassan A. Khalife 05/23/2019
Hassan A. Khalife, Co-Founder

ASSIGNEE

HELIUM SEO, an Ohio limited liability company

By: Timothy Warren 5/23/19
Timothy Warren, President