

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PREMIER AGENDAS, LLC		12/20/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SDI INNOVATIONS, INC		
Street Address:	2880 US Highway 231 South		
City:	Lafayette		
State/Country:	INDIANA		
Postal Code:	47909		
Entity Type:	Corporation: INDIANA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1753883		
Registration Number:	2118995	MAKE IT A RULE TO PLAN	
Registration Number:	3793647	ONTRAC	
Registration Number:	3842377	ONTRAC	
Registration Number:	4773256	RAISING RESPECT: TAKE A STAND AGAINST BU	
Registration Number:	4970283	PREMIER ESTEEM	
Registration Number:	5007008	1 PREMIER	
Serial Number:	88158320	AIM PACKAGE	
Serial Number:	88158321	STRIVE PACKAGE	
Serial Number:	88158322	STRIVE PLUS PACKAGE	
Serial Number:	88158325	EXCEL PACKAGE	
Registration Number:	5842880	PREMIER PLANNER BUILDER	
CORRESPONDENCE DATA			
Fax Number:	7657428175		
<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:	7654231561		
Email:	tbp@stuartlaw.com		
Correspondent Name:	Thomas Parent		
Address Line 1:	300 Main St #900		
TRADEMARK			

CH \$315.00 1753883

Address Line 4:	Lafayette, INDIANA 47902
NAME OF SUBMITTER:	Thomas Parent
SIGNATURE:	/Thomas Parent/
DATE SIGNED:	01/03/2020
Total Attachments: 4 source=TRADEMARK AND TRADENAME ASSIGNMENT#page1.tif source=TRADEMARK AND TRADENAME ASSIGNMENT#page2.tif source=TRADEMARK AND TRADENAME ASSIGNMENT#page3.tif source=TRADEMARK AND TRADENAME ASSIGNMENT#page4.tif	

TRADEMARK AND TRADENAME ASSIGNMENT

THIS TRADEMARK AND TRADENAME ASSIGNMENT is made and entered effective as of the latest of the dates of the parties' signatures below ("the Effective Date") by and between PREMIER AGENDAS, LLC, a Delaware limited liability company ("Seller") and SDI INNOVATIONS, INC., an Indiana corporation ("Buyer").

WHEREAS, Seller is the owner of the entire right, title and interest in and to the Tradenames of "PREMIER AGENDAS" and "PREMIER," and Trademarks identified on the attached Schedule A (Tradenames and Trademarks hereinafter collectively the "Marks") and the goodwill of the business symbolized thereby; and

WHEREAS, Buyer desires to acquire Seller's entire right, title and interest in and to the Marks worldwide, and the goodwill of the business symbolized thereby;

WHEREAS, Seller and Buyer are parties to a certain Asset Purchase Agreement of even date herewith (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Parties are executing this Trademark Assignment;

NOW THEREFORE, in consideration of the payment of Buyer to Seller of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer, intending to be legally bound, hereby covenant and agree as follows:

1. **Sale and Assignment.** Seller hereby sells, assigns, conveys and transfers to Buyer the full and exclusive right, title and interest to the Marks, including all common law and statutory rights, and any and all federal, state and/or other registrations, in and to the Marks, together with (i) all of the goodwill of the business symbolized by and associated with the Marks, and (ii) all causes of action, claims, and demands or other rights for, or arising from, any infringement, including past infringements, of the Marks.

2. **The Asset Purchase Agreement.** Nothing in this Trademark Assignment shall be deemed to supersede or otherwise affect any of the obligations, agreements, covenants, representations or warranties of Seller or Buyer appearing in the Asset Purchase Agreement.

3. **Third Parties.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Trademark Assignment.

4. **Further Assurances.** Seller, for itself and its successors and assigns, hereby covenants that at any time and from time to time after the delivery of this instrument, at Buyer's request and without further consideration, Seller will do, execute, acknowledge and deliver, or

transfers, assignments, powers of attorney and assurances as Buyer reasonably may request and as are necessary to convey, transfer and vest in Buyer any of the rights being acquired by it, or to effectuate the intent and purposes hereof.

5. **No Conflict.** Seller hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

6. **Interpretation.** Capitalized terms not otherwise defined herein have the meanings set forth in the Asset Purchase Agreement.

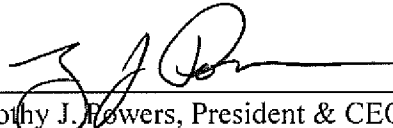
7. **Recordation.** Seller hereby authorizes the Commissioner of Patents and Trademarks of the United States, and any official of any other country empowered to register trademarks, to record this Trademark Assignment, and to issue or transfer the said trademark record(s) to the Buyer as owner of all right, title and interest therein, or otherwise as the Buyer may direct, in accordance with the terms of this Trademark Assignment.

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the Effective Date.

PREMIER AGENDAS, LLC

SDI INNOVATIONS, INC.

By: _____
Ryan M. Bohr, President

By: 
Timothy J. Powers, President & CEO

Date: _____

Date: 12/20/2019

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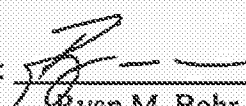
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PREMIER AGENDAS, LLC

SDI INNOVATIONS, INC.



By:  _____
Ryan M. Bohr, President

By: _____
Timothy J. Powers, President & CEO

Date: December 20, 2019

Date: _____

SCHEDULE A

MARK	SERIAL NO. / REG. NO.
 (1 & Design)	1,753,883
MAKE IT A RULE TO PLAN	2,118,995
ONTRAC	3,793,647
ONTRAC	3,842,377
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	4,773,256
PREMIER ESTEEM	4,970,283
 (1 PREMIER & Design)	5,007,008
AIM PACKAGE	88/158,320
STRIVE PACKAGE	88/158,321
STRIVE PLUS PACKAGE	88/158,322
EXCEL PACKAGE	88/158,325
PREMIER PLANNER BUILDER	5,842,880