

NO 700000 114103

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

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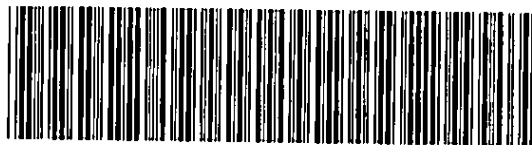
(Business Entity Name)

(Document Number)

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CLERK OF STATE  
TALLAHASSEE, FL

R. WHITE

DEC 18 2018

**COVER LETTER**

**TO:** Amendment Section  
Division of Corporations

**SUBJECT:** Articles of Dissolution of K is for Kids Foundation, Inc.  
\_\_\_\_\_

**DOCUMENT NUMBER:** N07000011403  
\_\_\_\_\_

The enclosed **Articles of Dissolution** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Karen Clawson  
\_\_\_\_\_

(Name of Contact Person)

\_\_\_\_\_  
(Firm/Company)

16184 Parque Lane  
\_\_\_\_\_

(Address)

Naples, FL 34110  
\_\_\_\_\_

(City/State and Zip Code)

For further information concerning this matter, please call:

Jeffrey Buschmann  
\_\_\_\_\_

at ( 615 ) \_\_\_\_\_

252-6388  
\_\_\_\_\_

(Name of Contact Person)

(Area Code)

(Daytime Telephone Number)

Enclosed is a check for the following amount:

- |   |  |   |   |
|---|--|---|---|
| <input checked="" type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input type="checkbox"/> \$52.50 Filing Fee,<br>Certificate of Status &<br>Certified Copy<br>(Additional copy is<br>enclosed) |
|---|--|---|---|

**MAILING ADDRESS:**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET ADDRESS:**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

## ARTICLES OF DISSOLUTION

Pursuant to section 617.1403, Florida Statutes, this Florida not for profit corporation submits the following Articles of Dissolution:

FIRST: The name of the corporation as currently filed with the Florida Department of State:  
K IS FOR KIDS FOUNDATION, INC.

SECOND: The document number of the corporation (if known): N07000011403

THIRD: Adoption of Dissolution  
**(COMPLETE SECTION I OR II)**

### SECTION I

**If the corporation has members entitled to vote:**

(CHECK/COMPLETE ONE)

☐ The date of meeting of members at which the resolution to dissolve was adopted

\_\_\_\_\_. The number of votes cast by the members was sufficient for approval.

☐ The resolution was adopted by written consent of the members and executed in accordance with section 617.0701, Florida Statutes.

### SECTION II

**If the corporation has no members or members entitled to vote on the dissolution:**

The corporation has no members or members entitled to vote on the dissolution.

The date of adoption of the resolution by the board of directors was 11/14/2018  
The number of directors in office was 4 and the vote for resolution was 3 for  
and 0 against. (Must be a majority vote)

FOURTH Effective date of dissolution, if applicable: November 14, 2018  
(no more than 90 days after dissolution file date)

**Note:** If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Signature: Karen Clawson  
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary)

Karen Clawson

(Typed or printed name of person signing)

President

(Title of person signing)

**Filing Fee: \$35**

## INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "**IP Assignment**"), is made effective as of November 14, 2018 (the "**Effective Date**"), by and between K is for Kids Foundation, a Florida nonprofit corporation ("**Foundation**" or "**Assignor**") and Karen Clawson, an individual of Florida ("**Clawson**" or "**Assignee**").

WHEREAS, Assignor intends to dissolve and wind up its operations, pursuant to which, Assignor shall contribute, assign, transfer, and convey to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this IP Assignment to Assignee;

NOW THEREFORE, the Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor irrevocably sells, transfers, assigns, sets over and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest, legal and equitable, in and to (in the United States and all foreign countries) all work and all intellectual property rights of Assignor, including without limitation, the following (the "**Contributed IP**");

(a) those registered trademarks, social media accounts, and domain names set forth in Schedule 1 attached hereto;

(b) all other intellectual property rights used by Assignor in its business including, but in no way limited to, any and all domain names, social media accounts, copyrights (including moral rights) and unregistered trademarks or service marks;

(c) all goodwill and rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Contributed IP to Assignee, or any assignee or successor thereto.

3. Delivery of Signature. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the domestic laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.

**[Signature Page Follows]**

**IN WITNESS WHEREOF**, Assignor has caused this IP Assignment to be executed by its duly authorized officer, effective as of the Effective Date, even if executed at a different time or date as a matter of convenience only.

**K IS FOR KIDS FOUNDATION, INC.**

By: \_\_\_\_\_

Karen Clawson

Its: President

- All other trademarks owned or used by Foundation.

(Attachment-2)

***Articles of Dissolution***

See Attached.



## SCHEDULE 1

### CONTRIBUTED IP

#### Registered Trademarks:

- “Bring a Book, Bring a Friend” – Reg. No. 4720002
- “K Is For Kids” – Reg. No. 4734617
- “K Is For Kids” – Reg. No. 3748302

#### Domain Names:

- KisforKids.org
- KisforKids.com
- KisforKids.net
- KisforKids.info
- KisforKids.us
- K4Kids.org
- K4Kids.com
- K4Kids.net
- K4Kids.info
- Kis4Kids.org
- Kis4Kids.com
- Kis4Kids.net
- Kis4Kids.info
- Kis4Kids.us
- KisforKidsFoundation.org
- KisforKidsFoundation.com
- KisforKidsFoundation.net
- KisforKidsFoundation.info
- KisforKidsFoundation.us
- BringABook.org
- BringABook.net
- BringABookBringAFriend.org
- BringABookBringAFriend.com

#### Social Media Accounts:

- Facebook: <https://www.facebook.com/KisforKids>
- Google+: <https://plus.google.com/u/0/+KisforKidsFoundationIncNaples>
- LinkedIn: <https://www.linkedin.com/in/karendclawson/>
- Twitter: <https://twitter.com/kisforkids>
- Pinterest: <https://www.pinterest.com/kdclawson/pins/>
- YouTube: <https://www.youtube.com/user/kdclawson>
- Instagram: <https://www.instagram.com/kisforkids/>

(Attachment 1)

***Intellectual Property Agreement***

See Attached.

**K IS FOR KIDS FOUNDATION, INC.**

**Board of Directors Meeting**

November 14, 2018

Time: 4:00 pm EST  
Place: Bradley Arant Boult Cummings  
Dial in: \_\_\_\_\_ Passcode: \_\_\_\_\_

**AGENDA**

- |  |                 |
|--|-----------------|
| 1. Roll Call/Establish Quorum                            | Ricky Hernandez |
| 2. Welcome Remarks                                       | Ricky Hernandez |
| 3. Consent Agenda  |                 |
| • <b>Intellectual Property Assignment</b> (Attachment 1) | Ricky Hernandez |
| • <b>Dissolution of the Corporation</b> (Attachment 2)   | Ricky Hernandez |
| 4. Board Member Announcements                            | Karen Clawson   |
| 5. Adjournment   | Ricky Hernandez |