

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roho, Inc.		03/12/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Airhawk Ventures, Inc.		
Street Address:	100 North Florida Avenue		
City:	Belleville		
State/Country:	ILLINOIS		
Postal Code:	62221		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4009228		
Registration Number:	2981361	AIRHAWK	
Registration Number:	4009225	AIRHAWK	
Registration Number:	2378171	SLEEPMATTERZZZ	
CORRESPONDENCE DATA			
Fax Number:	3142382401		
<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:	3142382400		
Email:	trademarks@polsterlieder.com		
Correspondent Name:	Ned W. Randle		
Address Line 1:	12412 Powerscourt Drive		
Address Line 2:	Suite 200		
Address Line 4:	St. Louis, MISSOURI 63131		
ATTORNEY DOCKET NUMBER:	ROHO G173		
NAME OF SUBMITTER:	Ned W. Randle		
SIGNATURE:	/Ned W. Randle/		
DATE SIGNED:	03/23/2015		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made, executed and delivered as of March 12, 2015, by ROHO INC., an Illinois Corporation ("Assignor"), to AIRHAWK VENTURES, INC. ("Assignee").

WHEREAS, the Assignor, pursuant to an Assignment and Bill of Sale is transferring to the Assignee certain property including the trademarks described on Schedule 1 ("Assigned Trademarks"), which Schedule 1 is attached hereto and incorporated by this reference herein, as additional paid in surplus for the stock of Assignee; and

WHEREAS, the contemporaneous execution and delivery of this Trademark Assignment by the parties is a condition to the obligations of the parties to consummate the transactions contemplated by the Assignment and Bill of Sale.

NOW, THEREFORE, in consideration of the mutual promises made in the Assignment and Bill of Sale, the receipt and sufficiency of which is hereby acknowledged, the Assignors do hereby make and deliver this Trademark Assignment and agree as follows:

1 Assignment of Assigned Trademarks. In accordance with Section 11 of the Assignment and Bill of Sale, Assignor does hereby sell, convey, transfer, assign and deliver to the Assignee and its successors and assigns, and the Assignee hereby accepts from such Assignor, all of the worldwide right, title, and interest of Assignor in, to, and under all of the Assigned Trademarks, free and clear of all Liens, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for past, present and future infringements, unauthorized use, misappropriation, dilution or violation by any person or entity of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances. Following the date of this Agreement, Assignor shall, at Assignee's request, cause each of their respective Affiliates and successors and assigns to, from time to time, execute, acknowledge and deliver any and all further acts, conveyances, transfers, assignments, assurances, affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation, as may be required to effect the terms of this Trademark Assignment and its recordation in relevant state and national trademark offices.

3 No Third Party Beneficiaries. This Trademark Assignment shall be binding upon and inure solely to the benefit of the Assignor and Assignee and each of their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment.

4. Governing Law. EXCEPT TO THE EXTENT THAT FEDERAL LAW PREEMPTS STATE LAW WITH RESPECT TO THE MATTERS COVERED HEREBY, THIS TRADEMARK ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISION (WHETHER OF THE STATE OF ILLINOIS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF ILLINOIS.

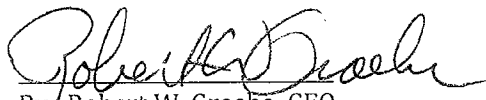
5 Jurisdiction. The parties hereto irrevocably submit to the exclusive jurisdiction of any federal or state court located in the State of Illinois over any dispute arising out of or relating to this Agreement and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action, proceeding related thereto may be heard and determined in such courts. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute.

[No further text appears; signature page follows.]

IN WITNESS WHEREOF, THIS TRADEMARK ASSIGNMENT has been executed by the undersigned as of the date first above written.


ASSIGNOR

ROHO, Inc.


By: Robert W Graebe, CEO

ASSIGNEE.

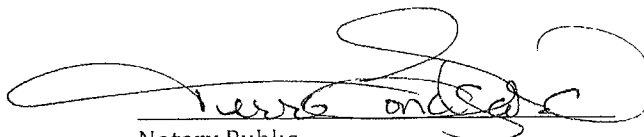
AIRHAWK VENTURES, Inc.


By: Robert W Graebe, President
100 N. Florida Ave., Belleville, Illinois 62221

Sworn to and subscribed before me this 2th day of March, 2015.



TERRI SONDERGARD
My Commission Expires
January 20, 2018
St. Louis County
Commission #14439837


Notary Public

My Commission Expires: _____

1210051.

SCHEDULE 1
ASSIGNED TRADEMARKS

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date	Next Action	Due Date
MISCELLANEOUS DESIGN (Classes 12-13) Country: United States of America Classes: 12 Goods: Vehicle seats, namely, truck and motorcycle seat cushions and parts and fittings therefor	Registered ROHO HDESUS	85/212021 8813218	06-Jan-2011 09-Aug-2011	Aff of Use 6 Year	09-Aug-2017
ALPHA WK (Classes 12) Country: United States of America Classes: 12 Goods: Removable cushion for motorcycle saddles; vehicle seating, namely, seat cushions for motorcycles	Registered ROHO	76/398364 8813364	22-Apr-2002 02-Aug-2005	Next Renewal	02-Aug-2015
MISCELLANEOUS DESIGN (Classes 12-13) Country: United States of America Classes: 12 Goods: Vehicle seats, namely, truck and motorcycle seat cushions and parts and fittings therefor	Registered ROHO AIRHUS	85/211880 8813364	06-Jan-2011 09-Aug-2011	Aff of Use 6 Year	09-Aug-2017
SLEEPMATTRESSES (Classes 20) Country: United States of America Classes: 20 Goods: Mattresses	Registered ROHO SLEBUS	75/633519 8813371	01-Feb-1999 15-Aug-2000	Next Renewal	15-Aug-2020