

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340036

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Airhawk Ventures, Inc.		04/22/2015	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Don Mahoney		
Street Address:	7503 Circulo Sequoia		
City:	Carlsbad		
State/Country:	CALIFORNIA		
Postal Code:	92009		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2378171	SLEEPMATTERZZZ	
Registration Number:	2981361	AIRHAWK	
Registration Number:	4009225	AIRHAWK	
Registration Number:	4009228		
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:	AIRV 0000		
NAME OF SUBMITTER:	Ned W. Randle		
SIGNATURE:	/Ned W. Randle/		
DATE SIGNED:	05/01/2015		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made, executed and delivered as of April 22, 2015, by AIRHAWK VENTURES, INC., an Illinois Corporation ("Assignor"), to DON MAHONEY, an individual ("Assignee").

The Assignor 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.

1. Assignment of Assigned Trademarks. 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:

AIRHAWK VENTURES, Inc.


By: Robert W. Graebe, President

ASSIGNEE:

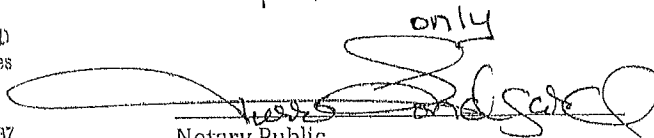
DON MAHONEY

7503 Circle Sequoia
Carlsbad, CA 92009

Sworn to and subscribed before me this 22 day of April 2015. for Robert W. Graebe



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


Notary Public

My Commission Expires: _____

1221548.

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

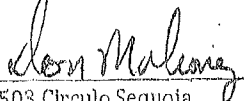
ASSIGNOR:

AIRHAWK VENTURES, Inc.

By: Robert W. Graebe, President

ASSIGNEE:

DON MAHONEY


7503 Circle Sequoia
Carlsbad, CA 92009

Sworn to and subscribed before me this ____ day of _____, 2015.

Notary Public

My Commission Expires: _____

1221548.

SCHEDULE 1
ASSIGNED TRADEMARKS

1. All right, title, and interest in and to the "Airhawk" consumer trademark.
2. All right, title, and interest in and to the "Airhawk & Design" consumer trademark.
3. All right, title and interest in and to the "Hawks Head" consumer trademark.
4. All right, title, and interest in and to the stylized "Sleepmatterzzz" consumer trademark.