

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341002

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zap! Products, Inc.		05/12/2015	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	ZAP! Holdings, LLC		
Street Address:	9417 North Foothills Hwy		
City:	Longmont		
State/Country:	COLORADO		
Postal Code:	80503		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4132675	ZAP!	
Registration Number:	3145055	ZAP!	
Registration Number:	2029697	ZAP!	
Registration Number:	2139777	RESTORE 4	
Registration Number:	2417821	"DON'T REPLACE IT, RESTORE IT!"	
Registration Number:	3944310	PROFESSIONAL RESTORER	
Registration Number:	2657379	PROFESSIONAL RESTORER	
Registration Number:	4035241	RESTORE IT!	
Serial Number:	85504070	SNAP!	
Registration Number:	4712687	ZAP! RESTORE AMERICA!	
Registration Number:	4688921	RESTORE AMERICA	
Registration Number:	4621433	IT'S LIKE A REMODEL IN A BOTTLE	
CORRESPONDENCE DATA			
Fax Number:	9704920003		
<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:	970-492-0000		
Email:	crmiles@crmiles.com		
Correspondent Name:	CR MILES P.C.		
Address Line 1:	405 Mason Court		
TRADEMARK			

OP \$315.00 4132675

Address Line 2: Ste 119
Address Line 4: Fort Collins, COLORADO 80524

ATTORNEY DOCKET NUMBER: 420-00

NAME OF SUBMITTER: CRAIG MILES

SIGNATURE: /craig miles/

DATE SIGNED: 05/12/2015

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Agreement") is entered into the 12 day of May, 2015, between and among Zap! Products, Inc., a Colorado Corporation, having its principal place of business located at 9417 North Foothills Hwy, Longmont, Colorado 80503 USA ("Assignor"), and ZAP! Holdings, LLC, a Colorado Limited Liability Company, having its principal place of business located at 9417 North Foothills Hwy, Longmont, Colorado 80503 USA ("Assignee").

WHEREAS, Assignor, is the owner of certain trademarks identified as follows:

Mark: ZAP! & Design (color)
Serial No.: 85,157,197
Filing Date: October 20, 2010
Registration No: 4,132,675
Registration Date: April 24, 2012

and

Mark: ZAP! & Design (no color)
Serial No.: 78/713,905
Filing Date: September 15, 2005
Registration No: 3,145,055
Registration Date: September 19, 2006

and

Mark: ZAP! & Design (no color)
Serial No.: 74/696,489
Filing Date: June 21, 1995
Registration No: 2,029,697
Registration Date: January 14, 1997

and

Mark: RESTORE 4
Serial No.: 75/186,562
Filing Date: October 7, 1996
Registration No: 2,139,777
Registration Date: February 24, 1998

and

Mark: DON'T REPLACE IT, RESTORE IT
Serial No.: 75/288,286

Filing Date: May 7, 1997
Registration No: 2,417,821
Registration Date: January 2, 2001

and

Mark: PROFESSIONAL RESTORER
Serial No.: 85/124,851
Filing Date: September 8, 2010
Registration No: 3,944,310
Registration Date: April 12, 2011

and

Mark: PROFESSIONAL RESTORER
Serial No.: 76/325,251
Filing Date: October 4, 2001
Registration No: 2,657,379
Registration Date: December 3, 2002

and

Mark: RESTORE IT!
Serial No.: 77/268,240
Filing Date: August 30, 2007
Registration No: 4,035,241
Registration Date: October 4, 2011

and

Mark: SNAP!
Serial No.: 85/504,070
Filing Date: December 27, 2011
Registration No: Pending
Registration Date: Suspended behind another cited trademark application

and

Mark: ZAP! RESTORE AMERICA!
Serial No.: 85/187,020
Filing Date: November 30, 2010
Registration No: 4,712,687
Registration Date: March 31, 2015

and

Mark: RESTORE AMERICA
Serial No.: 85/187,045
Filing Date: November 30, 2010
Registration No: 4,688,921
Registration Date: February 17, 2015

and

Mark: IT'S LIKE A REMODEL IN A BOTTLE
Serial No.: 85/292,133
Filing Date: April 11, 2011
Registration No: 4,621,433
Registration Date: October 14, 2014

(hereinafter, the "Trademarks"); and

WHEREAS, Assignee, wishes to acquire all right, title, and interest in and to the Trademarks.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Trademarks (including but not limited to, all registration rights world-wide), all goodwill residing in and associated with the Trademarks, and any other proprietary rights that may exist in the Trademarks.

2. Consideration. Assignor acknowledges receipt of \$10.00 or other good and valuable consideration from Assignee for the Assignment of the above-identified Trademarks.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances, or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and

(g) Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Amendment. This Agreement may be amended only by a writing signed by both parties.

6. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect.

7. Agreement to Perform Necessary Acts. Both parties agree to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

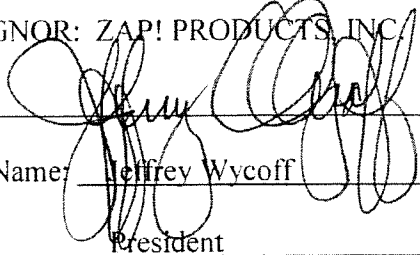
8. Governing Law. This Agreement shall be construed in accordance with Colorado law.

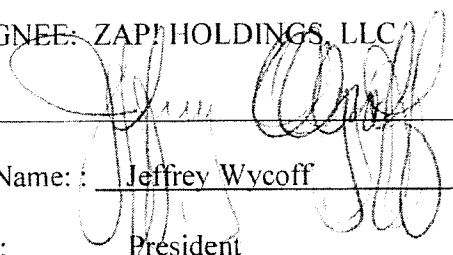
9. Power to Insert. Assignor grants the firm of CR MILES P.C. or other designated agent, the power to insert on this Agreement any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or any foreign trademark office for recordation of this document.

10. Agreement Binding. This Agreement shall be binding on all parties, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere.

11. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date specified above.

ASSIGNOR: ZAP! PRODUCTS, INC
By: 
Print Name: Jeffrey Wycoff
Title: President

ASSIGNEE: ZAP! HOLDINGS, LLC
By: 
Print Name: : Jeffrey Wycoff
Title: : President