

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342173

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uecker & Associates, Inc.		05/12/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	1Ready, LLC		
Street Address:	2020 Columbia Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4511061	HERBALIZER	
Registration Number:	4511030	IVAPE	
Serial Number:	85405727		
Registration Number:	4593254	VAPORTHERAPY	
Registration Number:	4552526	H	
CORRESPONDENCE DATA			
Fax Number:	4153297156		
<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:	415-655-3707		
Email:	steve@osbornmcdery.com		
Correspondent Name:	Stephen M. Osborn, Esq.		
Address Line 1:	333 Bush Street, Suite 2100		
Address Line 4:	San Francisco, CALIFORNIA 94104		
NAME OF SUBMITTER:	Stephen M. Osborn		
SIGNATURE:	/Stephen M. Osborn/		
DATE SIGNED:	05/21/2015		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement is being executed and delivered by UECKER & ASSOCIATES, as Assignee for the Benefit of Creditors (“Assignee”) for Clovershield, Inc., a California corporation, (“Seller”) pursuant to that certain Asset Purchase Agreement (the “Agreement”) dated as of April 17, 2015, by and between Seller and IReady, LLC, a California limited liability company (“Purchaser”). Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

WHEREAS, Seller is the owner of all right, title and interest in and to the trademarks and the corresponding registrations and/or applications for registration set forth on Attachment 1 to this Trademark Assignment Agreement (collectively, the “Assigned Trademarks”), together with the goodwill of the business connected with and symbolized by the Assigned Trademarks; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as set forth below.

Seller hereby sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Assigned Trademarks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Assigned Trademarks (including, without limitation, the right to renew any registrations included in the Assigned Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Assigned Trademarks, and any priority right that may arise from the Assigned Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as such interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

Seller authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Attachment 1 to this Trademark Assignment Agreement to Assignee as assignee of Seller’s entire right, title and interest therein. Seller agrees further to execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Assigned Trademarks.

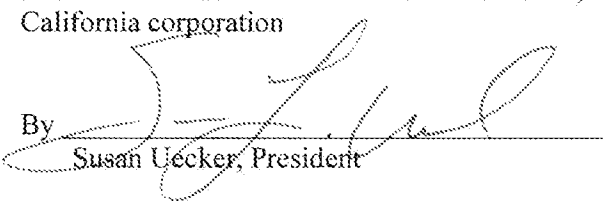
This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by electronic or facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNEE

UECKER & ASSOCIATES, INC., as Assignee for the Benefit of Creditors for CLOVERSHIELD, INC., a California corporation

By


Susan Uecker, President

(Notary)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

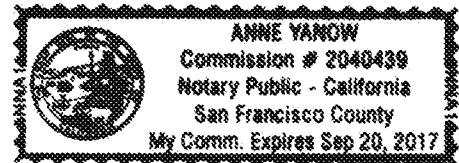
On May 11, 2015 before me, Anne Yanow, Notary Public
(insert name and title of the officer)

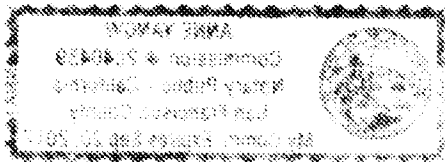
personally appeared Susan L. Uecker
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature  (Seal)






ATTACHMENT 1

**DESCRIPTION OF TRADEMARKS
AND REGISTRATION INFORMATION**

Trademark	Juris.	Description of Goods and Services	App. No.	App. Filing Date	Reg. No.	Reg. Date
HERBALIZER	US	Class 11 - Electric vaporizers, namely, multifunctional electric vaporizers that can both diffuse and administer by direct inhalation the volatile agents liberated from organic matter, synthetic matter and essential oils.	85231069	February 1, 2011	4511061	April 8, 2014
CLOVERSHIELD	US					UNREGISTERED TRADEMARK
iVape	US	Class 11 - Electric vaporizers	85098764	August 3, 2010	4511030	April 8, 2014
Clover Design 	US	Class 10 - Electric vaporizers, namely, multifunctional electric vaporizers that can both diffuse and administer by direct inhalation the volatile agents liberated from organic matter, synthetic matter and essential oils, for homeopathic or allopathic use. Class 11 Electric vaporizers, namely, multifunctional electric vaporizers that can both diffuse and administer by direct inhalation the volatile agents liberated from organic matter, synthetic matter and essential oils, for creating an aroma.	85405727	August 24, 2011		ABANDONED October 15, 2014
VAPORTHERAPY	US	Class 5 - Natural and synthetic substances, namely, medicated oils containing herbs, botanicals and fragrance that release ingredients when heated to provide relief through nasal and/or oral introduction, for allopathic purposes	85480272	November 23, 2011	4593254	August 26, 2014

Trademark	Juris.	Description of Goods and Services	App. No.	App. Filing Date	Reg. No.	Reg. Date
H and Leaf Design 	US	Class 11 - Electric vaporizers for heating natural and/or synthetic materials that release ingredients when heated	85776318	November 9, 2012	4552526	June 17, 2014
And all common law rights associated with each of the above trademarks.						