

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Don Mahoney		10/16/2015	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AIRHAWK INTERNATIONAL, LLC		
<b>Street Address:</b>	1917 E. OCCIDENTAL		
<b>City:</b>	SANTA ANA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92705		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2378171	SLEEPMATTERZZZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6193304748		
<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>			
<b>Phone:</b>	(619) 238-2700		
<b>Email:</b>	sgregor@gregorlawoffices.com		
<b>Correspondent Name:</b>	T. Steven Gregor		
<b>Address Line 1:</b>	2550 Fifth Avenue, Suite 709		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92103		
<b>NAME OF SUBMITTER:</b>	T. STEVEN GREGOR		
<b>SIGNATURE:</b>	/TSG/		
<b>DATE SIGNED:</b>	10/19/2015		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment") is made, executed, and delivered as of October 16, 2015 (the "Effective Date") by Don Mahoney ("Assignor") to Airhawk International, LLC ("Assignee").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept an assignment from Assignor, of all of the worldwide right, title, and interest of Assignor in, to, and under the trademark described on Schedule 1, which is attached hereto and incorporated herein by this reference, (the "Trademark") free and clear of all liens, together with all common law rights associated with the registration of the Trademark, and all good will associated with the Trademark 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 Trademark and to fully and entirely stand in the place of Assignor in all matters related to the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby make and deliver this Trademark Assignment and agrees with Assignee as follows:

1. Assignment of Trademark. Assignor does hereby sell, convey, transfer, assign, and deliver to the Assignee, and the Assignee hereby accepts from the Assignor, all of the worldwide right, title and interest of Assignor in, to, and under the Trademark, free and clear of all liens, together with all common law rights associated with the registration of the Trademark, and all good will associated with the Trademark 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 Trademark and to fully and entirely stand in the place of Assignor in all matters related to the Trademark.
2. 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, and legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment.
3. 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 California without giving effect to any conflict of law provision (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.

4. Jurisdiction. The parties hereto agree that this Trademark Assignment was entered into and executed in the State of California, County of San Diego, and irrevocably submit to the exclusive jurisdiction of any federal or state court located in the State of California over any dispute arising out of or relating to this Trademark Assignment, and each party hereby irrevocably agrees that all claims in respect to such dispute, or any suit, action, or proceeding related thereto, may be heard and determined in such courts. The parties hereto hereby 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 and any defense of inconvenient forum for the maintenance of such dispute.


Assignor:



Don Mahoney

Assignee:

AIRHAWK INTERNATIONAL, LLC

By 

Don Mahoney, Manager

**EXHIBIT 1**

