

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364495

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Surf 9, LLC		11/09/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	S9, LLC		
Street Address:	16120 San Carlos Blvd, Unit 9		
City:	Fort Myers		
State/Country:	FLORIDA		
Postal Code:	33908		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4511189	3T BAREFOOT	
Registration Number:	4518273		
Registration Number:	4641945		
Registration Number:	4649781	ECOZERO	
Registration Number:	4818030	DYNAMO	
Serial Number:	86546328	ARCHWERKS	
Serial Number:	86526104	BIO RIZE	
Serial Number:	86546334	SOLERIZE	
Serial Number:	86564925	FEETBEATZ	
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:	crmiiles@crmiles.com		
Correspondent Name:	CR MILES, P.C.		
Address Line 1:	405 MASON COURT, STE 119		
Address Line 4:	FORT COLLINS, COLORADO 80524		
ATTORNEY DOCKET NUMBER:	400-00		

OP \$240.00 4511189

NAME OF SUBMITTER:	CHERYL L. ANDERSON
SIGNATURE:	/cheryl l. anderson/
DATE SIGNED:	12/03/2015
Total Attachments: 4 source=Trademark_Assignment_Surf 9,_LLC_to_S9,_LLC#page1.tif source=Trademark_Assignment_Surf 9,_LLC_to_S9,_LLC#page2.tif source=Trademark_Assignment_Surf 9,_LLC_to_S9,_LLC#page3.tif source=Trademark_Assignment_Surf 9,_LLC_to_S9,_LLC#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter "Agreement") is entered into the 9th day of November, 2015, between and among Surf 9, LLC having its principal place of business at 16120 San Carlos Blvd, Unit 9, Fort Myers, Florida 33908 USA ("Assignor") and S9, LLC having its principal place of business 16120 San Carlos Blvd, Unit 9, Fort Myers, Florida 33908 USA ("Assignee").

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

Mark: 3T BAREFOOT
Serial No.: 85/478,811
Filing Date: November 22, 2011
Status: Registered
Reg. No.: 4,511,189
Reg. Date: April 8, 2014

and

Mark: Footprint Design
Serial No.: 85/563,509
Filing Date: March 7, 2012
Status: Registered
Reg. No.: 4,518,273
Reg. Date: April 22, 2014

and

Mark: Eco Feet Design
Serial No.: 85/905,784
Filing Date: April 16, 2013
Status: Registered
Reg. No.: 4,641,945
Reg. Date: November 18, 2014

and

Mark: ECOZERO
Serial No.: 85/860,926
Filing Date: February 26, 2013
Status: Registered
Reg. No.: 4,649,781
Reg. Date: December 2, 2014

and

Mark: DYNAMO
Serial No.: 86/571,262
Filing Date: March 20, 2015
Status: Registered
Reg. No.: 4,818,030
Reg. Date: September 22, 2015

and

Mark: ARCHWERKS
Serial No.: 86/546,328
Filing Date: February 25, 2015
Status: Pending

and

Mark: BIO RIZE
Serial No.: 86/526,104
Filing Date: February 5, 2015
Status: Pending

and

Mark: SOLERIZE
Serial No.: 86/546,334
Filing Date: February 25, 2015
Status: Pending

and

Mark Mark: FEETBEATZ
Serial No.: 86/564,925
Filing Date: March 16, 2015
Status: Pending

(the "Trademarks"); and

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

NOW, THEREFORE, the parties 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 Florida.


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: Surf 9, LLC

By:  _____

Print Name: John M. Chenciner

Title: CEO, Surf 9, LLC

ASSIGNEE: S9, LLC

By:  _____

Print Name: John M. Chenciner

Title: CEO, S9, LLC