

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM380085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NNseventyfour LLC	FORMERLY Liquid Vegas LLC	11/03/2015	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Liquid Vegas, LLC		
Street Address:	6375 West Lakeridge Road		
City:	Lakewood		
State/Country:	COLORADO		
Postal Code:	80227		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4502050	LIQUID VEGAS	
CORRESPONDENCE DATA			
Fax Number:	7203598201		
<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:	720-932-2616		
Email:	hmckee@lflslaw.com		
Correspondent Name:	Heather A. McKee		
Address Line 1:	1099 18th St., Suite 2950		
Address Line 2:	Lowe, Fell & Skogg, LLC		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Heather A. McKee		
SIGNATURE:	/Heather A. McKee/		
DATE SIGNED:	04/11/2016		
Total Attachments: 5			
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source=Assignment of Trade Name and Intellectual Property (01205923)#page2.tif			
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source=Assignment of Trade Name and Intellectual Property (01205923)#page4.tif			

OP \$40.00 4502050

ASSIGNMENT OF TRADE NAME AND INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF TRADE NAME AND INTELLECTUAL PROPERTY (this "Agreement") is dated to be effective as of this 3rd day of November, 2015 (the "Effective Date"), by and between NNseventyfour LLC, a Florida limited liability company f/k/a Liquid Vegas LLC, a Nevada limited liability company ("Assignor"), and Liquid Vegas, LLC, a Nevada limited liability company ("Assignee").

RECITALS

A. Assignor desires to convey to Assignee (i) any interest it may have in the name "Liquid Vegas" and any derivatives thereof and any logo related to or used in conjunction with such name (collectively, the "Name"), and (ii) the intellectual property listed on Exhibit A attached hereto (the "Intellectual Property").

B. Assignee desires to assume the Name and the Intellectual Property pursuant to the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor does hereby convey, assign, transfer and deliver to Assignee, its successors and assigns, free and clear of all security interests, liens, restrictions, claims, encumbrances or charges of any kind, all of Assignor's right title and interest in and to the Name and the Intellectual Property.

2. Assumption. Assignee hereby assumes all of Assignor's right, title and interest in and to the Name and the Intellectual Property and agrees to perform all of Assignor's obligations related to the Name and the Intellectual Property that are to be performed and arise from and after the Effective Date.

3. Further Assurances. Assignor covenants and agrees that it will at any time and from time to time, do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney or other instruments that Assignee deems reasonably necessary or proper to carry out the assignment, conveyance and assumption intended to be made hereunder.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be considered an original but all of which will constitute one and the same instrument

[Signature page follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ASSIGNOR:

NNSEVENTYFOUR LLC

By:  3.30.16
Nicholas Erlich, Member

ASSIGNEE:

LIQUID VEGAS, LLC

By: _____
Joshua Erlich, Member

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

ASSIGNOR:

NNSEVENTYFOUR LLC

By: _____
Nicholas Elliott, Member

ASSIGNEE:

LIQUID VEGAS, LLC

By: _____
Joshua Erlich, Member

EXHIBIT A

INTELLECTUAL PROPERTY

A. Registered Patents

All right, title and interest in and to the patent for the ORNAMENTAL DESIGN FOR A CONTAINER, together with the goodwill of the business connected with use of the patent, and United States Patent Number D659003 issued May 8, 2012, including rights to sue for past infringements.

B. Registered Trademarks and Tradenames

All right, title and interest in and to the trademark LIQUID VEGAS, together with the goodwill of the business connected with use of the trademark and symbolized by the trademark, and United States Federal Registration 4,502,050 registered March 25, 2014, including rights to sue for past infringements.

C. Unregistered Trademarks and Tradenames

All trademarks used in connection with the trademark LIQUID VEGAS that are not registered with the United States Patent and Trademark Office or any equivalent state, national or international body.

D. Domain Names

All domain names used in connection with the trademark or tradename LIQUID VEGAS.

E. Copyrights

All copyrighted works used in connection with the trademark or tradename LIQUID VEGAS.