

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flagstaff Area Business Association		04/21/2016	Non-Profit Corporation: MAINE
RECEIVING PARTY DATA			
Name:	Maine Appalachian Trail Land Trust		
Street Address:	P.O.Box 761		
City:	Portland		
State/Country:	MAINE		
Postal Code:	04104		
Entity Type:	Non-Profit Corporation: MAINE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86419565	MAINE'S HIGH PEAKS	
CORRESPONDENCE DATA			
Fax Number:	2077723627		
<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:	207 772-1941		
Email:	dnathanson@dwmlaw.com		
Correspondent Name:	Daina J. Nathanson		
Address Line 1:	84 Marginal Way		
Address Line 2:	Suite 600		
Address Line 4:	Portland, MAINE 04101-2480		
NAME OF SUBMITTER:	Daina J. Nathanson		
SIGNATURE:	/Daina J. Nathanson/		
DATE SIGNED:	05/10/2016		
Total Attachments: 2			
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OP \$40.00 86419565

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of the 21st day of April, 2016 by and between **FLAGSTAFF AREA BUSINESS ASSOCIATION**, a Maine non-profit corporation having a mailing address of c/o Robert Edmond Mittel, PO Box 427, Portland, Maine 04112 (the "Assignor"), and **MAINE APPALACHIAN TRAIL LAND TRUST**, a Maine non-profit corporation having a mailing address of c/o Simon Rucker, P.O. Box 761, Portland, Maine 04104 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor has claimed that it has rights in the trademark "Maine's High Peaks" (the "Trademark"), as evidenced by a U.S. trademark registration application bearing the Serial No. 86419365 (the "Trademark Registration Application"); and

WHEREAS, the Assignee has claimed that it has rights in the Trademark which are superior to the Assignor's rights; and

WHEREAS, in connection with the parties' resolution of their dispute over the Trademark, the Assignor desires to assign to Assignee, for Assignee's own use and benefit, the Trademark, the Trademark Registration Application, and the other related Intellectual Property (as hereinafter defined); and

WHEREAS, the Assignee desires to obtain such Trademark, Trademark Registration Application and other Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, conveys and transfers to the Assignee all of its right, title and interest in and to the Trademark, together with the Trademark Registration Application, the right to apply for trademark registrations in the United States and anywhere else in the world, the goodwill associated therewith, all common law rights thereto, all rights in licenses and agreements connected therewith, all rights to sue and recover for damages and profits and all other remedies for past infringements thereof, and all other properties and rights related thereto (all, collectively, hereinafter referred to as the "Intellectual Property"), subject only to the license rights of Assignor as set forth in a certain Trademark License Agreement by and between Assignor and Assignee of even or near even date.

2. **Assistance.** Assignor agrees that it will, at the request of Assignee, execute all reasonable documentation, including confirmatory trademark assignments and other documents, and generally do everything necessary and proper subsequent to the execution of this Trademark Assignment in order to transfer to the Assignee full ownership of the Trademark, the Trademark Registration Application, the other Intellectual Property, and all other properties and rights with respect thereto.

3. Miscellaneous.

(a) Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

(b) Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(c) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the date first above written.

WITNESS:

[Signature]

ASSIGNOR:

FLAGSTAFF AREA BUSINESS ASSOCIATION

By: *[Signature]*
Mark A. Woodhouse
Its President

ASSIGNEE:

MAINE APPALACHIAN TRAIL LAND TRUST

[Signature]

By: *[Signature]*
Simon Fisher
Its Executive Director