

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM400760

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PRO EM PARTY AND EVENT RENTALS, LLC		09/30/2016	Corporation: DELAWARE Limited Liability Company

RECEIVING PARTY DATA

Name:	PRO EM OPERATIONS, LLC
Street Address:	1450 East Grant Street
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85034
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3717856	PRO EM
Registration Number:	3679012	THE EVENT RETREAT
Registration Number:	3859671	GORILLA POWER SYSTEMS
Registration Number:	3859670	EQUIPPED WITH GORILLA POWER

CORRESPONDENCE DATA

Fax Number: 7132233717
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.
Phone: 7132261200
Email: rljackson@lockelord.com
Correspondent Name: LOCKE LORD LLP
Address Line 1: 600 TRAVIS
Address Line 2: SUITE 2800
Address Line 4: HOUSTON, TEXAS 77002-3095

ATTORNEY DOCKET NUMBER:	0026414-0019
NAME OF SUBMITTER:	Robert Jackson
SIGNATURE:	/Robert Jackson/
DATE SIGNED:	10/04/2016

Total Attachments: 7

OP \$115.00 3717856

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is entered into effective as of September 30, 2016 (the “**Effective Date**”), by **PRO EM PARTY AND EVENT RENTALS, LLC**, a Delaware limited liability company (“**Assignor**”), in favor of **PRO EM OPERATIONS, LLC**, a Delaware limited liability company (“**Assignee**”).

RECITALS:

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date, by and among Assignor, Assignee and the other parties listed on the signature pages attached thereto (the “**Asset Purchase Agreement**”), pursuant to which Assignor has agreed to sell, transfer, convey and assign to Assignee and Assignee has agreed to purchase and accept from Assignor the Purchased Assets.

B. The Purchased Assets include but are not limited to, certain intellectual property, intellectual property rights, and business names of Assignor, and all goodwill of Assignor associated therewith, and in connection with the Asset Purchase Agreement, Assignor has agreed to execute and deliver this Assignment for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and United States Copyright Office, as applicable.

NOW, THEREFORE, for and in consideration of the covenants, promises, undertakings, and agreements set forth in the Asset Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals; Defined Terms. The parties agree that the foregoing Recitals are true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

2. Defined Terms. As used in this Assignment, the following terms shall have the respective meanings indicated below:

(a) “**Business**” means Assignor’s business of providing and managing commercial event and party rental equipment and structures and staffing such events and parties in the states of Arizona, Colorado, California, and Nevada.

(b) “**Contracts**” means any and all written and legally binding unwritten contracts, deeds, leases (specifically including all capital leases), subleases, mortgages, licenses, instruments, notes, bonds, commitments, credit agreements or related documents, undertakings, indentures, obligations, letters of intent, indemnification agreements, arrangements, purchase orders, and other agreements, including any contract, arrangement or circumstances granting to any Person a right of refusal, right of offer, option or similar preferential right to purchase or acquire any right, asset or property, but excluding any permits.

(c) “**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(d) **“Intellectual Property”** means any and all intellectual property rights including any of the following in any jurisdiction throughout the world: (i) trademarks and service marks, trade names, fictitious business names (d/b/a’s), including all applications and registrations and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights, including all applications and registrations, and works of authorship, whether or not copyrightable; (iii) trade secrets and confidential know-how, including all source code, know-how, processes, technology, formulae, customer lists, inventions, and marketing information, but in each case, excluding any off-the-shelf software; (iv) patents and patent applications; (v) websites and internet domain name registrations; (vi) any Intellectual Property Agreements; (vii) any Intellectual Property Registrations; and (viii) all other intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing.

(e) **“Intellectual Property Agreements”** means all Contracts by or through which Assignor grants any other Persons or by or through which Assignor is granted any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in connection with the Business.

(f) **“Intellectual Property Assets”** means all Intellectual Property that is owned by Assignor or used in connection with the Business, to the fullest extent of Assignor’s ownership interest therein, including the Intellectual Property Registrations set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the **“Listed Intellectual Property Registrations”**).

(g) **“Intellectual Property Registrations”** means all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing.

(h) **“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

(i) **“Person”** means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

3. Assignment. Assignor hereby irrevocably assigns to Assignee all of Assignor’s right, title, and interest throughout the world in and to the following intellectual property (collectively, the **“Assigned IP”**), in each case including without limitation, all registrations and applications for registration, renewals or extensions (if any) related thereto, and together with all of Assignor’s goodwill of the business connected with the use of and symbolized by certain of the Assigned IP, along with Assignor’s rights to police, monitor, and enforce such Assigned IP against any and all past, present and future infringements and to sue for and recover damages, royalties, fees, profits or other relief, including, but not limited to, equitable and injunctive relief, for past, present and future infringements thereof together with the rights to grant and terminate licenses or other interests therein, together with any and all further privileges throughout the world to establish use, ownership, and/or registration thereof and to otherwise fully and entirely stand in the place of Assignor in all matters related thereto:

(a) all of Assignor’s Intellectual Property Assets, including, but not limited to:

(i) the Listed Intellectual Property Registrations;

(ii) all of Assignor’s telephone numbers, websites, email addresses, and internet domain name registrations used in connection with the Business; and

(iii) all rights of Assignor to the name “PRO EM” and “PRO EM Party and Event Rentals”, including all derivations thereof.

4. Excluded Assets and Liabilities. Notwithstanding anything to the contrary in this Assignment, nothing in this Assignment shall be deemed to transfer to Assignee any of the Excluded Assets described in the Asset Purchase Agreement, and Assignee shall in no way be deemed to have assumed any of the Excluded Liabilities described in the Asset Purchase Agreement.

5. Recordation and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other governmental officials to record and register this Assignment upon Assignee’s request. Assignor agrees to execute and deliver at Assignee’s request, at no cost to Assignor, all papers, instruments, and assignments, and to perform any other reasonable acts, at no cost to Assignor, that Assignee may reasonably require to vest all of Assignor’s rights, title, and interest in and to the Assigned IP in Assignee and/or to provide evidence to support any of the foregoing if such evidence is reasonably deemed necessary by Assignee. Assignor agrees to perform all affirmative acts that may be reasonably necessary or desirable to perfect the transfer of the Assigned IP contemplated by this Assignment, and to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Assigned IP, provided the same is at no cost or expense to Assignor.

6. Terms of the Asset Purchase Agreement. This Assignment is executed and delivered by the parties pursuant to the Asset Purchase Agreement; provided Assignor and Assignee acknowledge and agree that such representations, warranties, covenants, agreements, limitations, exclusions, and indemnities set forth in the Asset Purchase Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided in the Asset Purchase Agreement, and this Assignment is subject and subordinate to all of the terms and provisions in the Asset Purchase Agreement. If any conflict or inconsistency exists between the terms of the Asset Purchase Agreement and the terms this Assignment, the terms of the Asset Purchase Agreement shall control.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall collectively constitute one and the same agreement. A signed copy of this Assignment delivered by fax, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

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

9. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of laws provision or rule.

10. Waiver; Amendment. None of the provisions of this Assignment may be waived, changed or altered except in a signed writing by the party against whom enforcement of the same is sought.

{Signature page follows}

IN WITNESS WHEREOF, Assignor has executed this Intellectual Property Assignment Agreement effective as of the Effective Date set forth above.

ASSIGNOR:

PRO EM PARTY AND EVENT RENTALS, LLC, a Delaware limited liability company

By: A. Glogau
Name: Amir Glogau
Its: President

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

The foregoing instrument was executed and acknowledged before me on the 30 day of September, 2016, by Amir Glogau, as the President of PRO EM PARTY AND EVENT RENTALS, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State and County Aforesaid
Name: Victoria Reiner
My Commission Expires: Oct. 8th 2016
My Commission Number is: 207957

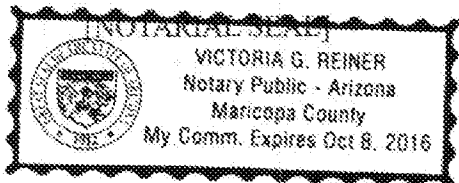


Exhibit A

The Listed Intellectual Property Registrations

Item No.	Type of IP	Reg./File Information	Description	Reg. Date	Goods/Services
1	Trademark	USPTO Reg. No. 3,717,856	PRO EM	12/1/2009	<ul style="list-style-type: none"> •IC 035: advertising, marketing and promotion services and related consulting; providing and rental of exhibition stands and booth including respective equipment; rental of office machinery and equipment; creative marketing and design services; entertainment and arena staffing services, namely, provision of ushers, ticket takers, box office staff. •IC 037: information concerning rental of equipment for construction and buildings; rental of construction and building equipment; rental and installation of fencing and barricades. •IC 039: valet parking; parking lot services; traffic management services, namely, creating special event traffic plans for others. FIRST USE: 19870600. FIRST USE IN COMMERCE: 19870600 •IC 040: rental of power generators; rental of portable heaters. •IC 041: rental of audio visual equipment; rental of projection equipment; rental of stage and movie equipment; rental of lighting apparatus for stage or theatrical events. •IC 043: rental of bar equipment; rental of food service equipment; rental of tents; rental of tables and chairs. •IC 044: providing toilet services through the use of portable toilets; rental of portable toilets. •IC 045: security guard services; security inspection services for others; security services, namely, providing security assessments of physical locations.
2	Trademark	USPTO Reg. No. 3,679,012	THE EVENT RETREAT Disclaimer: no claim is made to the exclusive right to use "event" apart from the mark as shown.	9/8/2009	<ul style="list-style-type: none"> •IC 40: rental of electric power generators. •IC 044: Rental of portable toilets; providing toilet services for individuals through the use of portable toilets.

Item No.	Type of IP	Reg./File Information	Description	Reg. Date	Goods/Services
3	Trademark	USPTO Reg. No. 3,859,671*	Disclaimer: no claim is made to the exclusive right to use "power systems" apart from the mark as shown.	10/12/2010	•IC 40: rental of power generating equipment; generation of power through operation of power generation equipment.
4	Trademark	USPTO Reg. No. 3,859,670*	(EQUIPPED WITH GORILLA POWER) Disclaimer: no claim is made to the exclusive right to use "power" apart from the mark as shown.	10/12/2010	•IC 40: rental of power generating equipment; generation of power through operation of power generation equipment.
5	Trade Name	Arizona File ID No. 494568	PRO EM	7/12/2010	n/a