### 900433043 12/21/2017

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM455484 Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Receiving Party Name previously recorded on Reel 006183 Frame 0625. Assignor(s) hereby confirms the Assignment.	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Daniel C Bai		10/12/2017	INDIVIDUAL:

#### **RECEIVING PARTY DATA**

Name:	Everest Coaching Systems, Inc.	
Street Address:	725 Stonebridge Road	
City:	Frankfort	
State/Country:	ILLINOIS	
Postal Code:	60423	
Entity Type:	Corporation: TEXAS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87160581	EVEREST

#### **CORRESPONDENCE DATA**

**Fax Number:** 2138960400

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:** 213-891-0700

**Email:** ipdocket@buchalter.com, sstrauss@buchalter.com,

aharvey@buchalter.com

Correspondent Name: Stephen J. Strauss, Esq.

Address Line 1: Buchalter, A Professional Corporation
Address Line 2: 1000 Wilshire Boulevard, Suite 1500
Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	B9519-0003
NAME OF SUBMITTER:	STEPHEN J STRAUSS
SIGNATURE:	/Stephen J. Strauss/
DATE SIGNED:	12/21/2017

## **Total Attachments: 5**

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TRADEMARK 900433043 REEL: 006234 FRAME: 0663 source=Everest - Assignment#page1.tif source=Everest - Assignment#page2.tif source=Everest - Assignment#page3.tif

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM447491

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Daniel C. Bai		10/12/2017	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Everesat Coaching System, Inc.	
Street Address:	725 Stonebridge Road	
City:	Frankfort	
State/Country:	ILLINOIS	
Postal Code:	60423	
Entity Type:	Corporation: TEXAS	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87160581	EVEREST

#### **CORRESPONDENCE DATA**

Fax Number:

2138960400

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:

213-891-0700

Email:

ipdocket@buchalter.com, sstrauss@buchalter.com,

aharvey@buchalter.com

**Correspondent Name:** 

Stephen J. Strauss

Address Line 1:

Buchalter, A Professional Corporation

Address Line 2:

1000 Wilshire Boulevard, Suite 1500

Address Line 4:

Los Angeles, CALIFORNIA 90018

ATTORNEY DOCKET NUMBER:	E9519-0003
NAME OF SUBMITTER:	Stephen J. Strauss
SIGNATURE:	/Stephen J. Strauss/
DATE SIGNED:	10/17/2017

#### **Total Attachments: 3**

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#### **ASSIGNMENT**

THIS ASSIGNMENT (the "Assignment"), made and entered into as of October 12, 2017 (the "Effective Date") is by and between Daniel C. Bai, a United States citizen having a business address at 20550 S. LaGrange Road, Suite 220, Frankfort, Illinois 60423 ("Assignor") and Everest Coaching Systems, Inc., a Texas corporation, having a business address at 725 Stonebridge Road, Frankfort, Illinois 60423, ("Assignee").

WHEREAS, Assignor claims to be the owner of the service mark set forth on Schedule A attached hereto and incorporated by reference herein, which application is pending before the United States Patent and Trademark Office (collectively, the "Assigned Mark"), which has been opposed by Assignee under Opposition No. 91235552 (the "Opposition"); and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in and to the Assigned Mark.

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

- 1. Assignor hereby conveys, transfers, assigns and delivers to Assignee, free and clear of all Liens, (i) all of Assignor's rights, title and interest in and to the Assigned Mark, including the registrations and applications for registration thereof, together with all the goodwill of the business connected with the use thereof and symbolized thereby, (ii) any past, present or future claims or causes of action arising out of or related to any infringement, dilution or other violation or impairment of any of the foregoing, and the right to sue or otherwise recover therefor, and (iii) all proceeds, including license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect to any of the foregoing, the same to be held, used and enjoyed by Assignee, its successors and assigns or its legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
- 2. Assignor shall execute and deliver, without consideration, such documents as Assignee may reasonably request, and take any and all other actions necessary, proper or advisable to more effectively convey, transfer and assign to Assignee (or to more effectively record or evidence the same) the Assigned Mark, including any documents necessary to withdraw the Opposition.
- 3. Assignor hereby authorizes and requests that the United States Patent and Trademark Office record this Assignment.
- 4. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts executed in and to be performed entirely within that state, and the U.S. laws applicable to trademark assignments.

[signature page follows]

IN WITNESS WHEREOF, Ass of the Effective Date.	ignor has caused this Assignment t	o be duly executed a
	By:	
	L'antiel C. E	Bai, Assignor
	Everest Coaching System	s, Inc., Assignee
	Ву:	
	Barbara Anderson, Presid	ent

# SCHEDULE A

Mark Application Application Date Sumber			
<b>SEVEREST</b>	87/160,581	September 3, 2016	

IN WITNESS WHEREOF, Assignor has of the Effective Date.	s caused this Assignment to be duly executed as
	By:
	Daniel C. Bai, Assignor
	Everest Coaching Systems, Inc., Assignee
	By: Toulyou a Ordle &
· ·	Barbara Anderson, President

# SCHEDULE A

Mark	Application Number	Application Date
<b>SEVEREST</b>	87/160,581	September 3, 2016

TRADEMARK REEL: 006234 FRAME: 0668

**RECORDED: 12/21/2017**