

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457102

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cook-Scharffer Holdings, LP		12/21/2017	Limited Partnership: CALIFORNIA
RECEIVING PARTY DATA			
Name:	AVDG, LLC		
Street Address:	5795 Lindero Canyon Road		
City:	Westlake Village		
State/Country:	CALIFORNIA		
Postal Code:	91362		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4643929	AVDG	
Registration Number:	4643930	AVDG	
CORRESPONDENCE DATA			
Fax Number:	3122226379		
<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:	312/755-3179		
Email:	mhays@agdglaw.com		
Correspondent Name:	Mary Vidal Hays		
Address Line 1:	330 N. Wabash, Ste. 1700		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Mary Vidal Hays		
SIGNATURE:	/Mary Vidal Hays/		
DATE SIGNED:	01/06/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is effective as of December 21, 2017, by and between AVDG, LLC, a Delaware limited liability company (“Assignee”), and Cook-Scharffer Holdings, LP, a California limited partnership (“Assignor”).

WHEREAS, Assignor is the owner of the trademarks set forth on Schedule A attached to and incorporated in this Assignment, and all other rights appurtenant, including, but not limited to common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including any intent-to-use applications (hereinafter collectively referred to as the “Trademarks”).

WHEREAS, Assignor is transferring to Assignee certain assets that Assignee is acquiring from Assignor, and thereby becoming the successor to Assignor’s business to which the Trademarks pertain, which business is ongoing and existing.

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademarks.

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate an assignment to Assignee of all rights in and to the Trademarks and registrations issuing therefrom, and all the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably and perpetually assigns, conveys, delivers, grants, sells and transfers to Assignee all right, title and interest throughout the world (including, without limitation, all rights provided by international conventions and treaties) in and to (i) the Trademarks and registrations issuing therefrom, together with the goodwill of the business symbolized thereby, (ii) all damages, income, payments and royalties now or hereafter due or payable in respect to the Trademarks; (iii) all causes of action, either in law or in equity, for past, present, or future infringement based on the Trademarks or any portions thereof, together with the right to sue for and collect, counterclaim and recover for the same; and (iv) all applications and registrations and the right throughout the world to file applications and/or renewals and obtain trademark registrations in the Trademarks in Assignee’s own name throughout the world, including, without limitation, all rights of priority. Assignor further waives or releases any rights of restraint or moral rights in and to the Trademarks.

Assignor further agrees to execute any and all affidavits, applications, assignments, declarations, and powers of attorney, and any other agreements, certificates, documents or other instruments, necessary or appropriate to evidence, maintain, perfect or secure such rights, title and interest assigned, conveyed, delivered, granted, sold and transferred hereby in and to Assignee and its assigns, heirs, successors and legal representatives.

[Signature page follows.]

Executed as of the date first written above.

Cook-Scharffer Holdings, LP

By: Cook Scharffer Holdings, Inc.,
its General Partner

By: 
Robert E. Scharffer
Chief Executive Officer

AVDG, LLC

By: _____
Name: _____
Title: _____

Executed as of the date first written above.

Cook-Scharffer Holdings, LP

By: Cook Scharffer Holdings, Inc.,
its General Partner

By: _____
Robert E. Scharffer
Chief Executive Officer

AVDG, LLC

By: _____
Name: Tim Martin
Title: EV/SCFO

SCHEDULE A

<u>Mark</u>	<u>Registration/Serial No.</u>	<u>Applicant</u>	<u>Status</u>
AVDG	4,643,929/86166258	Cook-Scharffer Holdings, LP	Registered Nov. 25, 2014
AVDG Icon	4,643,930/86166250	Cook-Scharffer Holdings, LP	Registered Nov. 25, 2014