

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SlopeJet, LLC		06/24/2015	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	The Rainmaker Group Ventures, LLC		
Street Address:	4550 North Point Parkway, Suite 400		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4352546	SLOPEJET	
CORRESPONDENCE DATA			
Fax Number:	2142000558		
<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:	214-651-5066		
Email:	jeff.becker@haynesboone.com		
Correspondent Name:	Jeffrey M. Becker c/o Haynes and Boone		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	25151.73_08287		
NAME OF SUBMITTER:	Jeffrey M. Becker		
SIGNATURE:	/Jeffrey M. Becker/		
DATE SIGNED:	01/22/2018		
Total Attachments: 5			
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TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS TRADEMARK AND SERVICE MARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of June 24, 2015 (the “**Effective Date**”), by and between SLOPEJET, LLC, a Colorado limited liability company (“**SlopeJet**”), located at 5350 Manhattan Circle, Suite 210B, Boulder, CO 80303, and THE RAINMAKER GROUP VENTURES, LLC, a Delaware limited liability company (“**RMGV**”), located at 4550 North Point Parkway, Suite 400, Alpharetta, GA 30022.

Background

SlopeJet and RMGV have entered into that certain Asset Contribution Agreement dated the date hereof (the “**Contribution Agreement**”) by and between SlopeJet and RMGV, pursuant to which SlopeJet has agreed to contribute certain tangible and intangible assets specified therein to RMGV in exchange for an equity interest in RMGV and cash. Pursuant to the terms of the Contribution Agreement, SlopeJet has agreed to assign all of its right, title, and interest in certain trademarks (registered and unregistered), trademark applications, service marks (registered and unregistered), and service mark applications used by SlopeJet and all of the goodwill of the business symbolized by the marks and associated therewith. SlopeJet and RMGV are entering into this Assignment to effect the assignment to RMGV of all of SlopeJet’s right, title, and interest in certain marks used by SlopeJet both registered and unregistered, and all of the goodwill of the business symbolized by the marks.

Agreement

For and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SlopeJet and RMGV agree:

1. Assignment of Marks. SlopeJet hereby fully, unconditionally and irrevocably transfers, assigns, delivers and conveys to RMGV all of SlopeJet’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on **Schedule A** hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of SlopeJet accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Power of Attorney. SlopeJet hereby constitutes and appoints RMGV, and its successors or assigns, the true and lawful attorney of SlopeJet with full power of substitution, for the benefit and at the expense of RMGV: (a) to institute and prosecute all proceedings which RMGV may deem proper in order to collect, assert, or enforce any claim, right, or title of any kind in or to any of the Assigned

Trademarks, to defend or compromise any and all actions, suits, or proceedings in respect of any of the Assigned Trademarks, and to do all such acts and things in relation thereto as RMGV shall deem advisable; and (b) subject to the terms of the Contribution Agreement, to take all action which RMGV may deem proper in order to provide RMGV the benefits under any of the Assigned Trademarks where any required consent of another party to the assignment thereof to RMGV pursuant to the Contribution Agreement shall not have been obtained. SlopeJet acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by SlopeJet. RMGV shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereto.

3. Recordation and Further Actions. SlopeJet hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by RMGV. Following the date hereof, upon RMGV's reasonable request, SlopeJet shall take such steps and actions, and provide such cooperation and assistance to RMGV and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to RMGV, or any assignee or successor thereto.

4. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Georgia without regard to its conflict of laws principles. The parties agree that any appropriate state court located in Fulton County, Georgia or the Federal Court located in the Northern District of Georgia, Atlanta Division shall have jurisdiction of any case or controversy arising under or in connection with this Agreement and shall be a proper forum in which to adjudicate such case or controversy. The parties consent to the jurisdiction of such courts and agree not to object to forum or venue.


5. Contribution Agreement. Nothing contained in this Assignment shall be deemed to expand, limit, or supersede any of the obligations, agreements, covenants, or warranties of SlopeJet or RMGV contained in the Contribution Agreement. Capitalized terms used in this Assignment and not defined herein are used with the meanings ascribed to such terms in the Contribution Agreement.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, email 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.

[SIGNATURE PAGE FOLLOWS]

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

The Rainmaker Group Ventures, LLC

By: 
W. Thomas Barham, Chief Financial Officer
and Treasurer

SlopeJet, LLC

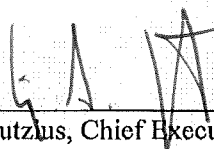
By: _____
Craig S. Zeutzius, Chief Executive Officer
and President

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

The Rainmaker Group Ventures, LLC

By: _____
W. Thomas Barham, Chief Financial Officer
and Treasurer

SlopeJet, LLC

By:  _____
Craig S. Zeutzus, Chief Executive Officer
and President

**SCHEDULE A
TO
TRADEMARK AND SERVICE MARK ASSIGNMENT**

Trademarks and Service Marks and Related Registrations/Applications

Trademark	Registration Number	Registration Date	International Class
SLOPEJET	4,352,546	June 18, 2013	35 and 36