

900452816 05/31/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476186

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rock Enterprises, Inc. d/b/a Warming Trends		04/02/2018	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	FLAHERTY HOLDINGS, LLC		
Street Address:	4731 S Santa Fe Cir #2		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5317086	WARMING TRENDS	
CORRESPONDENCE DATA			
Fax Number:	3128031750		
<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:	3128030378		
Email:	jedwards@em3law.com		
Correspondent Name:	Jamal M Edwards		
Address Line 1:	300 N. LASALLE, SUITE 4925		
Address Line 4:	CHICAGO, ILLINOIS 60654		
NAME OF SUBMITTER:	JAMAL M. EDWARDS		
SIGNATURE:	/JAMAL M EDWARDS PC/		
DATE SIGNED:	05/31/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 2, 2018, is made by Rock Enterprises, Inc. d/b/a Warming Trends, a Colorado corporation (the "Seller"), in favor of Flaherty Holdings, LLC, a Delaware limited liability company (the "Buyer"), the purchaser of certain assets of the Seller pursuant to an Asset Purchase Agreement by and among the Seller, Divo Catozzo, Michael Windemuller, and the Buyer, dated as of March 13, 2018 (the "Asset Purchase Agreement").

Preliminary Statements

Under the terms of the Asset Purchase Agreement, the Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions.

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

1. Assignment. The Seller hereby irrevocably conveys, transfers, and assigns to the Buyer, and the Buyer hereby accepts, all of the Seller's right, title, and interest in and to the following (the "Assigned Trademarks"):

(a) the trademarks, trademark registrations and trademark applications set forth on Schedule 1 attached hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of the Seller 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, 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, 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. Recordation and Further Actions. The Seller 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

Trademark Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to the Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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

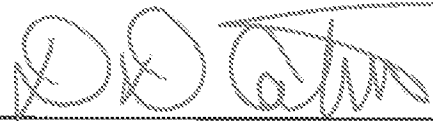
5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark 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 Trademark 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 law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first above written.

ROCK ENTERPRISES, INC. D/B/A
WARMING TRENDS

By: 


Name: DINO GARDINO

Title: CEO / Owner/ Partner

Address for Notices: As set forth in the Asset
Purchase Agreement

AGREED AND ACCEPTED:

FLAHERTY HOLDINGS, LLC

By: 

Name: VONIE FLAHERTY

Title: Member

Address for Notices: As set forth in the Asset
Purchase Agreement

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Warming Trends	USPTO	5317086	10/24/2017

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
N/A				

Unregistered Trademarks

Mark	Date of First Use	Jurisdiction of First Use
N/A		