

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Undivided Interest with Retained Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pigeon Mountain Industries, Inc.		06/15/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	CMC Rescue, Inc.		
Street Address:	6740 Cortona Dr.		
City:	Goleta		
State/Country:	CALIFORNIA		
Postal Code:	93117		
Entity Type:	Corporation: CALIFORNIA		
Name:	Pigeon Mountain Industries, Inc.		
Street Address:	PO BOX 803		
City:	LA FAYETTE		
State/Country:	GEORGIA		
Postal Code:	30728		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87485654	ITRS	
Registration Number:	5326305	INTERNATIONAL TECHNICAL RESCUE SYMPOSIUM	
CORRESPONDENCE DATA			
Fax Number:			
<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:	770-971-3700		
Email:	trademarks@carterallen.com		
Correspondent Name:	Carter Allen		
Address Line 1:	1000 JOhnson Ferry Rd., Suite A-125		
Address Line 4:	Marietta, GEORGIA 30068		
NAME OF SUBMITTER:	Carter Allen		
SIGNATURE:	/carterallen/		

OP \$65.00 87485654

DATE SIGNED:	06/25/2018
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Total Attachments: 6

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Joint Venture Agreement

Background. Pigeon Mountain Industries, Inc., a Georgia corporation ("PMI"), and CMC Rescue, Inc., a California corporation ("CMC") have participated in planning, conducting and hosting rescue related symposium since 1999. PMI and CMC desire to enter into a joint venture ("JV") to continue to collaborate on these rescue symposia and related matters as set forth in this Agreement.

PMI has applied for two trademarks with the USPTO: ITRS (serial number 87/485,654), and INTERNATIONAL TECHNICAL RESCUE SYMPOSIUM (serial number 87/485,656) ("Marks"). As set forth below, PMI shall continue to prosecute trademark registrations for those marks, and PMI shall record the assignment of such registered marks to the JV such that both PMI and CMC shall be named owners on the registrations.

For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. JV Purpose. The parties enter into this Joint Venture Agreement in order to facilitate education and best practices for technical rescue and related matters and to build technical knowledge, comradery and goodwill in the rescue community ("JV Purpose"). The JV Purpose shall not include commercial marketing with the primary purpose of advertising to promote the parties' respective for-profit business interests. The parties agree to work together to maintain the tone of the JV Purpose as an educational venture not a commercial venture.
2. JV Marks. The parties agree to jointly use the Marks, and any future marks developed by the parties for the JV or contributed by either party in writing to the JV (and deemed "Marks" for the purposes of this Agreement), exclusively for the JV Purpose via hosting symposiums and publishing and/or distributing educational materials furthering the JV Purpose. Goodwill generated from the use of the Marks shall accrue to the benefit of the JV. Neither party will use the Marks outside of or contrary to the JV Purpose, except as agreed to by the parties. Notwithstanding the above, the parties may continue to use the Marks consistent with their historical uses to promote the ITRS symposium and related activities, including, for example, use of the Marks with ITRS promotional materials and links to the ITRS website hosted on the parties' respective websites, blogs and social media accounts; statements regarding the parties' co-founding and co-sponsorship of ITRS; and other digital and/or in-person efforts by the parties to promote the ITRS symposium and related activities in accordance with the JV Purpose. Any use of the Marks shall be in accordance with the JV Mark policies, to be developed and agreed upon by the parties.
3. Protection of Marks. The parties shall cooperate in the protection of the Marks, including obtaining and maintaining trademark registrations for the Marks.
4. Assignment of Marks. PMI hereby assigns the Marks, and all goodwill associated with the Marks, to the JV. PMI shall take necessary actions to transfer any registrations and/or

applications associated with the marks with the USPTO. With execution of this agreement, the parties agree to execute the Trademark Assignment attached as **Exhibit A** to this Agreement and PMI further agrees to record the executed Trademark Assignment at the USPTO within ten (10) days of the execution date of this Agreement.

5. JV Expenses. All future expenses associated with the JV and the Marks shall be shared equally between the parties, or pro-rated between the parties as otherwise agreed in writing by the parties. Neither party shall bind the JV or the other party without prior written approval by the other party. Any expenditures for maintenance and/or enforcement of the Marks beyond regular maintenance filing costs shall require the prior written approval of both parties.

6. Symposiums and Related Activities. Symposiums and any content associated with the Marks shall be limited to the JV Purpose and shall not be a branded advertising/marketing endeavor (e.g., PMI and CMC shall minimize branding at symposiums for themselves and other participants, and shall limit branded "swag" distribution and the like at symposiums). All aspects of Symposiums and other implementation of the JV Purpose shall be agreed to by the parties, either on an event by event basis, or via annual agreement. As an illustration, and not a limitation, the parties shall agree in writing upon the following in relation to Symposiums and related matters:
 - a. The date and timing of any Symposium;
 - b. The location of any Symposium;
 - c. The nature of any other use of the Marks, e.g., whether to use the Marks for the distribution of JV Purpose content via other channels (like youtube, or an ITRS branded website etc);
 - d. The "look and feel" of the Symposium and/or any other content associated with the Marks;
 - e. Speakers allowed;
 - f. Distribution of materials and content;
 - g. Invitee list;
 - h. Attendee list; and
 - i. Costs to attend.

7. The types, subject matter and content associated with the Marks, including but not limited to:
 - i. white papers submitted for presentation;
 - ii. best practice recommendations;
 - iii. accident assessments and/or recommendations; and
 - iv. gear recommendations or commentary;

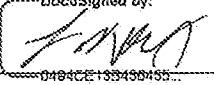
shall be evaluated and approved in writing by a committee made up of equal representatives of both parties.

8. Mailing Lists and Attendance Lists. Mailing lists and invitee information and the like (“Lists”) shall not be used other than for the JV. Any correspondence to prospective invitees, or invitees shall be on behalf of the JV and shall not include commercial branding or purpose. Both parties shall possess a copy of all Lists and the like, yet shall not use such Lists otherwise than as stated in this Agreement, during the JV and after termination of the JV.
9. Division of Labor. The parties shall agree upon a division of labor between them.
10. Failure to Agree. In the event the parties fail to agree upon the implementation of the JV Purpose, or any symposium or content distribution or the like, then neither party can use the Marks in relation to such event.
11. Competitive Rescue Educational Endeavors. Neither party is restricted from starting or participating in other symposiums, even if competitive to the JV Purpose.
12. Termination of the JV. Either party may terminate this JV at any time with 30 days advanced written notice.
13. Assignment and Use of Marks upon Termination. Upon termination of the JV, the marks shall be assigned depending upon the circumstances of the termination as follows:
 - a. If one party chooses to terminate the JV due to lack of interest in continued participation in the JV and/or JV Purpose, the Marks shall be assigned to the non-terminating party, and the non-terminating party may continue to provide goods and services under the Marks.
 - b. If the parties choose to terminate the JV due to failure to agree upon the implementation of the JV, the parties shall agree to:
 - i. A plan to wrap up JV business and phase out use of the Marks by both parties upon a confirmed phase-out date where neither party can reestablish use of the Marks for 10 years from the phase-out date; or
 - ii. Assign the Marks, and all goodwill associated with the Marks to a third party upon which the parties agree, in order to continue the JV Purpose as set forth in this Agreement. In such an event, the assignment shall be for nominal consideration or no consideration, beyond agreeing to continue to use the Marks in commerce pursuant to the JV Purpose (or find a successor assignee to do so). In the event the parties cannot agree upon the identity of an assignee willing to receive the Marks as set forth above, then each party shall select a rescue industry company or other company with an appropriate stake in the rescue community, and those two nominees shall select an assignee. If that nominee process fails, then neither party shall use the Marks (or similar marks) for 10 years from such failure date, regardless of the trademark status of the Marks during that 10 year period.

14. Dispute Resolution. Any dispute arising out of or related to this Agreement shall be resolved via binding arbitration before 1 arbitrator pursuant to the American Arbitration Association's commercial rules of arbitration. Notwithstanding the foregoing, a temporary injunction (pending the conclusion of arbitration) may be attained by any party in any court as allowed in equity. The non-prevailing party shall pay the prevailing party's attorney's fees, costs and expenses related to any dispute arising out of or related to this Agreement.
15. Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without reference to principles of conflicts of law. The venue for any arbitration shall be Wilmington, DE.
16. Entire Agreement and Amendments. This Agreement hereto constitute the entire Agreement between the parties in relation to the subject matter hereof and supersedes any and all prior agreements, undertakings and representation whether oral or written, in relations to the subject matter hereof, and shall not be amended, except by an instrument in writing duly signed by the parties hereto.
17. Information Rights. Each party shall have rights to all JV information. To the extent either party performs JV duties which generates JV information, that party shall report the JV information to the other party promptly following the creation of the JV information, and shall maintain an accurate record of such JV information in a commonly held repository of JV information. The parties agree that all JV information shall be recorded in a commonly held repository that both parties shall have access to at all times, including, but not limited to, logs, bank records, account information, contracts and other third party agreements.

[signatures on following page]

Pigeon Mountain Industries, Inc.

DocuSigned by:

By: _____
0184CE133456455
Lois H McCurley
Name: _____
CEO
Title: _____
6/14/2018 7:10:40 PM PDT
Date: _____
lmcCurley@pmirope.com

CMC Rescue, Inc.

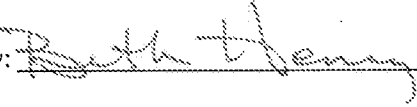
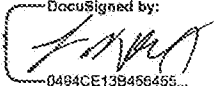
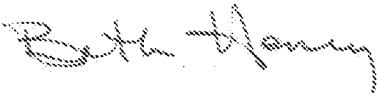
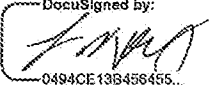
By:  _____
Name: Beth Henry
Title: CFO
Date: June 15, 2018

EXHIBIT A: TRADEMARK ASSIGNMENT

Pigeon Mountain Industries, Inc., ("Assignor") a corporation organized and existing under the laws of Georgia, with an address at PO Box 803, La Fayette, Georgia 30728, owner the trademark applications shown in the chart below,

<i>Mark</i>	<i>Ser. No.</i>	<i>Class and Services</i>
INTERNATIONAL TECHNICAL RESCUE SYMPOSIUM	87/485,656	Class 41: Organizing technical symposiums and events in the field of rescue related products and techniques for educational purposes"
ITRS	87/485,654	

for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns unto the joint venture ("Assignee") comprised of the parties CMC Rescue, Inc., a corporation organized and existing under the laws of California, with an address at 6740 Cortona Dr., Goleta, California 93117, and Pigeon Mountain Industries, Inc., all right, title, and interest in and to the trademarks and applications listed above, together with the goodwill of the business connected with the use of and symbolized by the trademarks.

<i>Assignor</i>	<i>Assignee</i>
<u>Pigeon Mountain Industries, Inc.</u> Signature:  <small>DocuSigned by: -0494CE13B456455...</small> Printed Name: Lois H McCurley Title: CEO Date: 6/14/2018 7:10:40 PM PDT 1mccurley@pmi rope.com	<u>CMC Rescue, Inc.</u> Signature:  Printed Name: Beth Henry Title: CFO Date: June 15, 2018
	<i>and</i>
	<u>Pigeon Mountain Industries, Inc.</u> Signature:  <small>DocuSigned by: -0494CE13B456455...</small> Printed Name: Lois H McCurley Title: CEO Date: 6/14/2018 7:10:40 PM PDT

1mccurley@pmi rope.com