

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navio Systems, LLC		06/01/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	John A. Jarrell		
Street Address:	100 Pine Street, Suite 1250		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87021026	AIRDRESS	
CORRESPONDENCE DATA			
Fax Number:	4159362401		
<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:	415-936-2496		
Email:	greg@krakaulaw.com		
Correspondent Name:	Gregory M. Krakau		
Address Line 1:	100 Pine Street, Suite 1250		
Address Line 4:	San Francisco, CALIFORNIA 94111		
NAME OF SUBMITTER:	Gregory M. Krakau		
SIGNATURE:	/Gregory M. Krakau/		
DATE SIGNED:	06/02/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement"), effective as of June 1, 2018 (the "Effective Date"), is entered into by and between Navio Systems, LLC, a limited liability company organized and existing under the laws of the State of California, with an address of 244 California Street, San Francisco, California 94111 ("Assignor"), and John A. Jarrell, an individual resident of the State of California, with an address c/o Krakau Law, 100 Pine Street, Suite 1250, San Francisco, California 94111 ("Assignee"). Assignor and Assignee may be referred to, individually, as a "Party" and collectively, as the "Parties."

WHEREAS, Assignor is the owner of a pending trademark application in the United States Patent and Trademark Office, Serial No. 87/021,026, for the **Airdress** mark (the "Trademark"), for use in connection with the following services:

"regulatory submission management in the field of airspace registration services, namely, assisting others in preparing and filing applications with governmental regulatory bodies for approval of specific locations where unmanned aircraft may land," in International Class 35, and

"legal services in the field of airspace registration services, namely, drafting local ordinances for regulatory approval of specific locations where unmanned aircraft may land; legal services in the nature of obtaining entitlements, namely, government and regulatory permits, licenses and approvals of specific locations where unmanned aircraft may land," in International Class 45;

WHEREAS, Assignee desires to purchase or acquire Assignor's right, title, and interest in and to the Trademark; and

WHEREAS, Assignor and Assignee are both duly authorized and capable of entering into this Agreement;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. ASSIGNMENT

Assignor does hereby sell, assign, transfer, and set over to Assignee all of Assignor's right, title, and interest in and to the Trademark in the United States and in all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to sue and recover for any past or continuing infringements or breaches of contract related to the Trademark, the right to renew any registrations for the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority rights that may arise from the Trademark), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. This application is being assigned as part of the entire business or portion thereof to which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. § 1060. The Parties further acknowledge in this regard that Assignor and Assignee had a prior business relationship with each other, and that the Trademark is now being assigned from Assignor to Assignee as a result of the dissolution of said business relationship.

Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registration for the Trademark to Assignee as recipient of Assignor's entire right, title, and interest therein.

Assignor further agrees, upon request and at the expense of Assignee, to: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademark and any and all applications and/or registrations for the Trademark.

2. **WARRANTY**

Assignor warrants that Assignor is the legal owner of all right, title and interest in and to the Trademark, that the Trademark has not been previously pledged, assigned, or encumbered, and that this Assignment does not infringe on the rights of any person.

3. **GOVERNING LAW**

This Agreement is governed by, and is to be construed in accordance with, the laws of the State of California.

4. **ENTIRE AGREEMENT**

This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. **SEVERABILITY**

In the event that any of the terms or provisions of this Agreement are declared invalid or unenforceable by any Court of competent jurisdiction or any Federal or State Government Agency having jurisdiction over the subject matter of this Agreement, the remaining terms and provisions that are not affected thereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

For ASSIGNOR

For ASSIGNEE

By: 
Ernest C. Brown, CEO

By: 
John A. Jarrell

Date: JUNE 1, 2018

Date: JUNE 2, 2018