# OP \$65.00 86872182

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM483002

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	assignment	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Scott D'Avanzo		03/04/2018	INDIVIDUAL: UNITED STATES

# **RECEIVING PARTY DATA**

Name:	Adrenalin Attractions LLC	
Street Address:	4760 W. Dewey Dr., Suite 107	
City:	Las Vegas	
State/Country:	NEVADA	
Postal Code:	89118	
Entity Type:	Corporation: NEVADA	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	86872182	MYSTIC CITY
Registration Number:	4579186	MYSTIC MOTEL

## **CORRESPONDENCE DATA**

Fax Number:

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.

**Phone:** 702-518-1239

**Email:** rob.phillips@fisherbroyles.com

Correspondent Name: Rob L. Phillips
Address Line 1: 26431 Paseo Infinita

Address Line 4: San Juan Capistrano, CALIFORNIA 92675

NAME OF SUBMITTER:	Rob L. Phillips
SIGNATURE:	/Rob L. Phillips/
DATE SIGNED:	07/23/2018

**Total Attachments: 2** 

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TRADEMARK REEL: 006412 FRAME: 0416

# TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between:

Scott D'Avanzo an individual residing in Ladera Ranch, CA (the "Assignor") on the one hand; and

Adrenalin Attractions, LLC, a limited liability company organized and existing under the laws of the state of Nevada ("the "Assignee") on the other hand.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties."

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademarks and trademark applications (the "Trademarks") in the United States (the "Territory") of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	Application/Registration No.
MYSTIC MOTEL	041	4579186
MYSTIC CITY	041	86/872182

WHEREAS, the Assignee desires to acquire from the Assignor the Trademarks in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree as follows:

- 1. For and in consideration of the sum of ten dollars (\$10) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademarks in the Territory including any and all goodwill of the business symbolized by the Trademarks. The Trademarks are being assigned as part of the entire business of portion thereof which the mark pertains, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.
- 2. The Assignor represents and warrants that he is the sole proprietor of all rights, title and interests derived from and in connection with the Trademarks in Territory, and that the assignment of the Trademarks from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Trademarks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademarks and there are no pending cases before the court or national authorities, which may adversely affect the Trademarks. The Assignor does not make any further guarantee.

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- 3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademarks, which may be required to perfect title in the Trademarks in the Assignee. The Assignor shall also furnish the Assignee with the original certificates, if any, covering the Trademarks.
- 4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.
- This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Nevada and the United States.
- Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination of invalidity hereof shall be settled through bona fide negotiations between the Parties.
- Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
- 8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative on this \*\*Y\*\* day of March, 2018.

ASSIGNOR SCOTT D'AVANZO

Doot DAVARD

ASSIGNEE ADRENALIN ATTRACTIONS, LLC

By: Scott D'Avanzo, Manager

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**RECORDED: 07/23/2018**