

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491801

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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 |
| Color Spot Holdings, Inc. | | 08/17/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | ATC Realty Nine, Inc. | | |
| Street Address: | 420 Montgomery Street | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94163 | | |
| Entity Type: | Corporation: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 86410665 | WATERBUSTER | |
| 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: | 6502334044 | | |
| Email: | docket_ip@pillsburylaw.com | | |
| Correspondent Name: | Paul E. Thomas | | |
| Address Line 1: | P.O. Box 10500 | | |
| Address Line 4: | McLean, VIRGINIA 22102 | | |
| NAME OF SUBMITTER: | Paul E. Thomas | | |
| SIGNATURE: | /Paul E. Thomas/ | | |
| DATE SIGNED: | 09/28/2018 | | |
| Total Attachments: 3 | | | |
| source=Wells Fargo - Color Spot - Trademark Assignment CS Holdings WATERBUSTER executed#page1.tif | | | |
| source=Wells Fargo - Color Spot - Trademark Assignment CS Holdings WATERBUSTER executed#page2.tif | | | |
| source=Wells Fargo - Color Spot - Trademark Assignment CS Holdings WATERBUSTER executed#page3.tif | | | |

CH \$40.00 86410665

TRADEMARK ASSIGNMENT

WHEREAS, Color Spot Holdings, Inc., 27368 Via Industria, Suite 201, Temecula, California 92590 (hereinafter "Assignor"), is the owner of the trademark and corresponding U.S. trademark application set forth on Schedule A hereto; and

WHEREAS, ATC Realty Nine, Inc., a California corporation with a principal address at 420 Montgomery Street, San Francisco 94163 ("Assignee") wishes to acquire all of Assignor's right, title, interest and all of the business associated with the aforementioned trademark and its corresponding U.S. trademark application because Assignee is a successor to all that portion of Assignor's business associated with the aforementioned trademark and its corresponding U.S. trademark application; and

WHEREAS, Assignor desires to transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in, to and under the trademark and its corresponding trademark application shown on Schedule A hereto, along with all goodwill inherent in the trademark and all that portion of Assignor's business associated with same (all of the foregoing, including the trademark, the corresponding U.S. trademark application, the inherent goodwill, and all that portion of the Assignor's business associated with the trademark, are hereinafter collectively referred to as the "Trademark"); and so

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, Assignor hereby transfers and conveys over to Assignee, effective upon execution, the entire right, title and interest in, to and under the Trademark to Assignee, who is a successor in interest to all that portion of Assignor's business associated with the Trademark, to be held and enjoyed by Assignee in the United States and throughout the world, along with all causes of action for any and all past infringements or other violations of the rights being assigned, and the right to collect and retain any proceeds therefrom. This assignment shall bind the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

Assignor promises to do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents, assurances and things as Assignee may reasonably require from time to time for the purpose of giving effect to any of the provisions of this assignment.

This assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this assignment by signing any such counterpart.

ASSIGNOR:

ASSIGNEE:

COLOR SPOT HOLDINGS, INC.

ATC REALTY NINE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: August 17, 2018

Date: August _____, 2018

TRADEMARK ASSIGNMENT

WHEREAS, Color Spot Holdings, Inc., 27368 Via Industria, Suite 201, Temecula, California 92590 (hereinafter "Assignor"), is the owner of the trademark and corresponding U.S. trademark application set forth on Schedule A hereto; and

WHEREAS, ATC Realty Nine, Inc., a California corporation with a principal address at 420 Montgomery Street, San Francisco 94163 ("Assignee") wishes to acquire all of Assignor's right, title, interest and all of the business associated with the aforementioned trademark and its corresponding U.S. trademark application because Assignee is a successor to all that portion of Assignor's business associated with the aforementioned trademark and its corresponding U.S. trademark application; and

WHEREAS, Assignor desires to transfer, assign, convey and deliver to Assignee all of Assignor's right, title, and interest in, to and under the trademark and its corresponding trademark application shown on Schedule A hereto, along with all goodwill inherent in the trademark and all that portion of Assignor's business associated with same (all of the foregoing, including the trademark, the corresponding U.S. trademark application, the inherent goodwill, and all that portion of the Assignor's business associated with the trademark, are hereinafter collectively referred to as the "Trademark"); and so

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by both parties, Assignor hereby transfers and conveys over to Assignee, effective upon execution, the entire right, title and interest in, to and under the Trademark to Assignee, who is a successor in interest to all that portion of Assignor's business associated with the Trademark, to be held and enjoyed by Assignee in the United States and throughout the world, along with all causes of action for any and all past infringements or other violations of the rights being assigned, and the right to collect and retain any proceeds therefrom. This assignment shall bind the parties, their successors and/or assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

Assignor promises to do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents, assurances and things as Assignee may reasonably require from time to time for the purpose of giving effect to any of the provisions of this assignment.

This assignment may be executed in separate counterparts, each of which will be an original and all of which taken together shall constitute one and the same agreement, and any party hereto may execute this assignment by signing any such counterpart.

ASSIGNOR:

COLOR SPOT HOLDINGS, INC.

By: _____

Name: _____

Title: _____

Date: August __, 2018

ASSIGNEE:

ATC REALTY NINE, INC.

By: Tibor G. Ban

Name: Tibor G. Ban

Title: Senior Vice President

Date: August 17, 2018

TRADEMARK

REEL: 006445 FRAME: 0837

Schedule A

Trademark:

WATERBUSTER

U.S. App. Ser. No.:

86410665