

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492387

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vela Resorts, Inc.		05/02/2012	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Adventure Sports, Inc.		
Street Address:	8800 NW 13th Terrace		
Internal Address:	#103		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33172		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1444498	VELA	
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>			
Email:	mari@ribeirolawfirm.com		
Correspondent Name:	Mari Ribeiro		
Address Line 1:	8325 ne 2nd ave		
Address Line 2:	#102		
Address Line 4:	miami, FLORIDA 33138		
NAME OF SUBMITTER:	Mari C. Ribeiro		
SIGNATURE:	/Mari C. Ribeiro/		
DATE SIGNED:	10/02/2018		
Total Attachments: 11			
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TRADEMARK ASSIGNMENT

WHEREAS, **Vela Resorts, Inc.**, a California corporation, having its principal offices at 108 Whispering Pines Drive #245, Scotts Valley, California 95066, hereinafter referred to as the ASSIGNOR, is the owner of the following trademark registration in the United States:

Serial No.	Registration No.	Registration Date	Mark
73625070	1444498	6/23/1987	VELA

(hereafter "Trademark Property"); and

WHEREAS, **Adventure Sports, Inc.**, a Florida corporation, with principal offices at 8800 NW 13th Terrace # 103, Miami, Florida 33172, hereinafter referred to as the ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to the said Trademark Property in any and all countries.

WHEREAS, ASSIGNOR and ASSIGNEE entered into the attached Assignment of Intangible Property and Non-Compete effective May 2, 2012, where ASSIGNOR assigned to ASSIGNEE the rights to Trademark Property.

WHEREAS, ASSIGNOR and ASSIGNEE desire to perfect the May 2, 2012, assignment by execution of this Trademark Assignment and record such assignment with the United States Patent and Trademark Office for the Trademark Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over to said ASSIGNEE, the entire right, title and interest in and to said Trademark Property, together with the goodwill of the business symbolized by the marks, as well as its entire right, title and interest in and to all State registrations of the marks heretofore granted or applied for, any and all common law rights to the Trademark Property in the United States and any state thereof, any and all rights to the use of the Trademark Property in internet domain names, and any and all claims and demands it may have either at law or in equity arising out of any past infringements, and assign to and authorize said ASSIGNEE to file applications for the Trademark Property in all countries, to be held and enjoyed by said ASSIGNEE, its successors, assigns, nominees or legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this assignment, sale and transfer not been made.

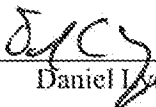
It is hereby covenanted that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and ASSIGNOR further covenants and agrees that it will each time request is made and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Trademark Property in said assignee, its successors, assigns, nominees, or legal representatives. ASSIGNOR agrees to communicate to said ASSIGNEE or to its nominee all known facts respecting said Trademark Property, to testify in any legal proceedings, to sign all lawful papers to execute all disclaimers and

divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid said ASSIGNEE, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit proper Trademark protection in any and all countries, all at the expense, however, of said ASSIGNEE, its successors, assigns, nominees or legal representatives.

AND ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States whose duty it is to issue Trademarks on applications as aforesaid, to issue to said ASSIGNEE, as assignee of the entire right, title and interest, any and all Trademarks for Trademark Property, including any and all Trademark Registrations of the United States which may be issued and granted on or as a result of any applications included in said Trademark Property, in accordance with the terms of this assignment. ASSIGNOR does hereby expressly agree that ASSIGNEE may singly, and without assistance or consent from ASSIGNOR, undertake procedures to record the transfer of the Trademarks to ASSIGNEE in the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned, being properly authorized to execute this Assignment, hereunto sets their hand and seal.

Vela Resorts, Inc.
A California corporation

By:  _____
Daniel Lyons, President

Date: 10/1/2018

Assignment of Intangible Property and Non-Compete
Effective May 2, 2012
(Attached)

Assignment of Intangible Property and Non-Compete

This Assignment of Intangible Property and Non-Compete (the "Assignment") is made and entered into this 2nd day of May, 2012 (the "Effective Date"), by and between Vela Resorts, Inc. a California corporation with a principal address of 108 Whispering Pines Drive, #245, Scotts Valley, California 95066 (the "Booking Agent") and Adventure Sports, Inc., a Florida corporation with a principal address of 8800 NW 13th Terrace, #103, Miami, FL 33172 ("ASI").

Recitals

Limita

ASI an

WHEREAS, under the terms of this Assignment, and in exchange for such satisfactions, Booking Agent wishes to transfer ownership of the Vela brand, and all intangible assets related to Vela, to ASI;

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Terms

1. Assignment. Booking Agent does hereby assign, set over and deliver to ASI, its successors and assigns, all of Booking Agent's right, title and interest in the mark, "Vela" (including any and all federal, state and foreign registrations of such mark), wherever located worldwide. In addition, Booking Agent does hereby assign, set over and deliver to ASI, its successors and assigns, all of Booking Agent's right, title and interest in any and all intangible personal property related to Vela, wherever located worldwide, including, advertising materials, brand names, , databases, copyrights, , customer and partner lists, customer relationships, domain names (including, but not limited to www.velawindsurf.com and www.velakitesurf.com), , trademarks, trade names, service marks. The Vela mark and all other intangible property described in this paragraph shall be hereinafter collectively referred to as the "Intangible Property."


2. Records and Subsequent Performance. All license agreements, relating to the Intangible Property, including lists of all customers and licensees, shall be delivered to ASI as soon after execution of this Assignment as possible. Furthermore, Booking Agent shall, at the request of ASI, do, make and execute all such further agreements, licenses, documents, acts, matters and things as may be required by ASI of or with respect to the Intangible Property or any part thereof or as may be required to give effect to these presents, including, but not limited to the following: (a) executing any documents and performing any act necessary for the transfer of federal, state and/or foreign registrations; (b) executing any document and performing any act necessary for the transfer of any domain name or URL; (c) obtaining waivers, assignments or subordinations of interests in the Intangible Property from any persons having a prior claim or interest thereto; or (d) the modification of any applicable license agreements in connection with the Intangible Property. The Booking Agent hereby constitutes and appoints ASI as its true and lawful attorney, with full power or substitution to do, make and execute all such statements, agreements, documents, licenses, acts, matters or things with the right to use the name of Vela whenever and wherever it may be deemed necessary or expedient, for the purpose of carrying out this Assignment.

4. Representations and Warranties.

(a) Each party represents and warrants that such party is duly authorized to execute and deliver this Assignment and to perform its obligations hereunder.

(b) Each party represents and warrants that (i) this Assignment is a legal and valid obligation binding upon it and enforceable with its terms, and (ii) the execution, delivery and performance of this Assignment does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

(c) Booking Agent represents and warrants that (i) it has the full and exclusive right to assign all of the Intangible Property as provided herein, and it is aware of no claims by any third parties adverse to any such right; (ii) it has good and marketable title to the Intangible Property free and clear of all security interests, liens, mortgages, claims, disputes and encumbrances; (iii) the Intangible Property and any elements or parts thereof do not, and will not violate or infringe upon the patent, copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any person, and do not and will not violate any legal rights of any person or entity; and (iv) it has obtained and paid for, if necessary, all necessary licenses, consents and approvals relating to all Intangible Property or portions thereof provided by a third party that are necessary for ASI to perform its obligations and exercise its rights under this Assignment and that it is responsible for obtaining, and paying for, if necessary, any such licenses, consents and approvals.



8. No Waiver of Rights. All waivers hereunder must be made in writing, and failure at any time to require the other party's performance of any obligation under this Assignment shall not affect the right subsequently to require performance of that obligation. No waiver of any breach of any provision of this Assignment shall be construed as a waiver of any continuing or succeeding breach of such provision or a waiver or modification of the provision.

9. Remedies. Unless otherwise specified herein, the rights and remedies of both parties set forth in this Assignment are not exclusive and are in addition to any other rights and remedies available to them at law or in equity.

10. Choice of Law and Forum. This Assignment, its interpretation, performance or any breach thereof, will be construed in accordance with and governed by the laws of the State of Florida applicable to contracts entered into and wholly to be performed within said state. Each party hereby consents to the personal jurisdiction of the State of Florida, acknowledges that venue is proper in any state or federal court in the County of Miami-Dade in the State of Florida, agrees that any action arising out of or related to this Assignment must be brought exclusively in a state or federal court in the County of Miami-Dade in the State of Florida, and waives any objection it has or may have in the future with respect to any of the foregoing.

11. Waiver of Jury Trial. Each party to this Assignment hereby waives, to the extent permitted by applicable law, trial by jury in any litigation in any court with respect to, in connection with, or arising out of this Assignment or the validity, protection, interpretation, collection or enforcement thereof.

12. Attorneys' Fees. In addition to any other relief awarded, the prevailing party in any action arising out of this Assignment shall be entitled to its reasonable attorneys' fees and court costs.

13. Notices. All notices required to be given under this Assignment must be made in writing and delivered either by facsimile, certified mail, return receipt requested, or by a recognized overnight delivery service, to the then operating fax number of the business or the business address provided in this Assignment as updated from time to time. All notices hereunder shall be deemed to be given or made when received (or upon refusal of delivery).

14. Recitals. The foregoing Recitals are hereby incorporated into and made a part of this Assignment as if fully set forth herein.

15. Survival. All terms of this Assignment shall remain in effect until fulfilled and apply to respective successors and assigns.

16. Severability. Each provision of this Assignment shall be severable from every other provision of this Assignment for the purpose of determining the legal enforceability of any specific provision.


17. Headings. Headings used in this Assignment are for ease of reference only and shall not be used to interpret any aspect of this Assignment.

18. Drafting and Neutral Construction. Each party has reviewed this Assignment carefully prior to signature and has been given the opportunity to seek the advice of independent counsel. This Assignment shall be construed and interpreted in a neutral manner, and no rule of construction or interpretation shall apply against any particular party based on a contention that the Assignment was drafted by one of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

Signed, sealed and delivered by:

VELA RESORTS, INC.

By: 
Daniel "Buck" Lyons, President

We, the undersigned, declare to the undersigned officer that Daniel "Buck" Lyons, in the presence of the witnesses, voluntarily signed this Assignment and that each of the witnesses, in the presence of the aforementioned individuals, and in the presence of each other, signed this Assignment as a witness.

WITNESSES:

Sabrina Nichols
(signature)

[Signature]
(signature)

Sabrina Nichols
(print name)

MARK RINDE
(print name)

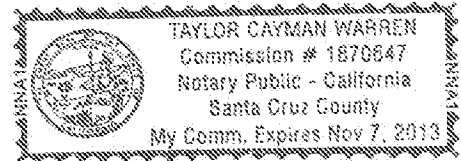
AFFIRMED TO AND SUBSCRIBED before me at Scotts Valley,
CA, this 31st day of May, 2012 by Daniel Carson Lyons and by
Sabrina Nichols and Mark Rinde, the witnesses, who
are personally known to me or who have produced US Passports and/or
CA Driver's Licenses as identification.

Notary Public, State of California

Signature [Signature]

Print Name Taylor Cayman-Warren

My Commission Expires: Nov 7, 2013



[SEAL]

ADVENTURE SPORTS, INC.

By: [Signature]
Kent Marinkovic, President

We, the undersigned, declare to the undersigned officer that Kent Marinkovic in the presence of the witnesses, voluntarily signed this Assignment and that each of the witnesses, in the presence of the aforementioned individuals, and in the presence of each other, signed this Assignment as a witness.

WITNESSES:

[Signature]
(signature)

Brian P. Green
(print name)

[Signature]
(signature)

Jose F. Carleya
(print name)

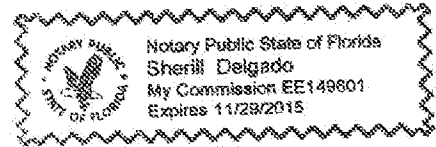
AFFIRMED TO AND SUBSCRIBED before me at 8800 NW 13 Ter, #103 Miami, FL this 4th day of May, 2012 by Kent Marinkovic and by Brian P. Green and Jose F. Carleya, the witnesses, who are personally known to me or who have produced US Passports and/or FL Driver's Licenses as identification.

Notary Public, State of Florida

Signature [Signature]

Print Name Sherill Delgado

My Commission Expires: 11/29/15



[SEAL]

TRADEMARK ASSIGNMENT

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