

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507130

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tamarack Homeowners Acquisition Company LLC		12/03/2018	Limited Liability Company: IDAHO
RECEIVING PARTY DATA			
Name:	Tamarack Trademarks LLC		
Street Address:	79 West Paces Ferry Rd suite 200A		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30305		
Entity Type:	Limited Liability Company: IDAHO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2983839		
Registration Number:	3745511	TAMARACK	
Registration Number:	3298658	TAMARACK	
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:	303-245-2094		
Email:	docket@hollandhart.com		
Correspondent Name:	Jeffrey D. Larson		
Address Line 1:	P.O. Box 8749		
Address Line 2:	TM Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	103259.0005		
NAME OF SUBMITTER:	Jeffrey D. Larson		
SIGNATURE:	/Jeffrey D. Larson/		
DATE SIGNED:	01/24/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of December 3, 2018 (the "Effective Date"), by Tamarack Homeowners Acquisition Company LLC ("Assignor") in favor of Tamarack Trademarks, LLC, a Idaho limited liability company ("Assignee").

WHEREAS, Assignor and Imperium Blue Acquisition Partners, LLC, a Florida limited liability company, or its permitted assign(s) (collectively, "Imperium") are among the parties to that certain Transitional Services Agreement, dated as of December 3, 2018 (as amended, supplemented or modified, the "TSA"); and

WHEREAS, for the purposes of this Assignment, Imperium has assigned its rights to acquire the trademarks described on Exhibit C of the TSA to the Assignee.

WHEREAS, pursuant to the TSA, Assignor has sold, conveyed, assigned, and transferred to Assignee, and Assignee has acquired from Assignor, all right, title and interest in, to and under the trademarks set forth on Schedule A attached hereto and incorporated herein, together with the goodwill associated therewith (collectively, the "Trademarks"), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the TSA, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor's right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing. Assignor represents that it has not encumbered or otherwise hypothecated the Trademarks, the Trademarks do not secure any outstanding debt, and Assignor has not assigned or transferred the Trademarks, other than by and through this Assignment.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental

authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the TSA, the terms of the TSA shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment (and all Schedules hereto) will be governed by and construed in accordance with the internal laws of the State of Idaho, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Idaho.

[Remainder of Page Intentionally Left Blank; Signature Page(s) Follow]

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

ASSIGNOR:

TAMARACK HOMEOWNERS ACQUISITION COMPANY LLC

By:

A handwritten signature in black ink, appearing to read "Robert A. Fullmer", written over a horizontal line.

Name: Robert A. Fullmer
Title: Authorized Director

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 006535 FRAME: 0315

ASSIGNEE:

TAMARACK TRADEMARKS, LLC




By: 

Name: ANGEL E. MONZEL

Title: AUTHORIZED OWNER

[Signature page to Trademark Assignment]

Schedule A

	Registration No. 2983839
	Registration No. 3745511
	Registration No. 3298658