TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM502713

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/14/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tahoe Mountain Lab		12/19/2018	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	Cowork Tahoe LLC	
Street Address:	3079 Harrison Avenue, Suite 12	
City:	South Lake Tahoe	
State/Country:	CALIFORNIA	
Postal Code:	96150	
Entity Type:	Limited Liability Company: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5052568	TAHOE MOUNTAIN LAB

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: 415-932-6557

Email: elizabeth@crownllp.com

Correspondent Name: Elizabeth J. Rest

Address Line 1: 155 Montgomery Street, Suite 1401 Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:	Elizabeth J. Rest
SIGNATURE:	/elizabeth j. rest/
DATE SIGNED:	12/19/2018

Total Attachments: 2

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TRADEMARK ASSIGNMENT

USPTO Registration Number: 5,052,568 Mark: TAHOE MOUNTAIN LAB (and Design)

This Trademark Assignment ("Assignment") is made and entered into by and between Tahoe Mountain Lab, a Nevada limited liability company with a principal place of business at 3079 Harrison Avenue, Suite 12, South Lake Tahoe, California 96150 ("Assignor"), on the one hand, and Cowork Tahoe LLC, a California limited liability company to be formed within three business dates of the Effective Date of this Assignment, with a principal place of business at 3079 Harrison Avenue, Suite 12, South Lake Tahoe, California 96150 ("Assignee"), on the other hand (individually referred to as a "Party" or collectively, the "Parties").

RECITALS

WHEREAS, Assignor is the owner of the following trademark (the "Mark"):



; USPTO Registration Number: 5,052,568; Class 35 for "Incubation services, namely, providing co-working and office space containing business equipment to freelancers, start-ups, existing businesses and non-profits"; Registered October 4, 2016.

WHEREAS, Assignor represents that it has been using the Mark in U.S. commerce since as early as May 30, 2014, and has established significant goodwill in the Mark;

WHEREAS, Assignee is desirous of formally acquiring said Mark in all forms, including the design elements thereof, and for all goods and services offered by Assignor under the Mark, all common law rights associated therewith, the goodwill associated therewith, and the referenced registration thereof;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ASSIGNMENT

Each of the foregoing recitals is incorporated herein by reference.

For good and valuable consideration, receipt thereof which is hereby acknowledged, Assignor does hereby formally assign unto Assignee, nunc pro tunc as of November 14, 2018 (the "Effective Date"), all right, title, and interest in and to the Mark for all goods and services offered by Assignor under the Mark, together with the goodwill of that portion of Assignor's

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business symbolized by the Mark in any and all forms, and the above-identified registration thereof.

For such good and valuable consideration, Assignor hereby further sells, assigns, and transfers to Assignee all rights and interests in, to, and arising from any infringement of the Mark, including without limitation, all claims for damages and profits for any infringements that occurred prior to the date of this Assignment, including the right to sue for any infringements in its own name and stead and for its own benefit.

Assignor agrees to execute and deliver, at the request of Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor's rights, title, and interest in and to the Mark in the Assignee, and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor. Assignor also irrevocably authorizes and appoints Assignee as Assignor's true and lawful attorney-in-fact to take such action and make, sign, execute, acknowledge, file, and deliver all such papers, instruments, and assignments, and to perform such other acts (and to cause any of the foregoing) as may from time-to-time be necessary to convey to Assignee, its successors, licensees, and assigns, or to register with any governmental agency or administrative body, all rights granted herein. Such power of attorney is coupled with an interest and is irrevocable.

Assignee and Assignor agree to cooperate in the recordation of this Assignment in the records of the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment effective as of the day and year first written above.

TAHOE MOUNTAIN LAB

Name: Custi Creecan

Date: December / 5, 2018

Tiello Tielo

Title: <u>Partner/Manager</u>

I, on behalf of the Assignee, Cowork Tahoe LLC, accept this Assignment:

COWORK TAHOE LLC

By:<u>(//</u>

Date: December / 12018

Title