

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN WEST DEVELOPMENT, INC.		04/23/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	PN II, INC.		
Street Address:	3350 Peachtree Rd. NE		
Internal Address:	Suite 150		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5480773	#1	
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:	rpancholi@paulweiss.com, lfranco@paulweiss.com, cadinolfi@paulweiss.com		
Correspondent Name:	Rima Y Pancholi		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	22533-001		
NAME OF SUBMITTER:	Rima Pancholi		
SIGNATURE:	/Rima Pancholi/		
DATE SIGNED:	04/24/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is dated as of April 23, 2019, by and between AMERICAN WEST DEVELOPMENT, INC., a Nevada Corporation (the “**Company**” or “**Assignor**”), and PN II, INC., a Nevada corporation (the “**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated on or around the date hereof (as may be amended, modified, supplemented or restated from time to time in accordance with its terms, the “**Asset Purchase Agreement**”), by and among the Company, the Companies (as defined therein), the Assignee, and certain other parties party thereto, the Company (and, as applicable, the Company Subsidiaries) has agreed to sell, convey, grant, assign, transfer, and deliver to the Assignee, and the Assignee has agreed to purchase and acquire, all of the Company’s (and, as applicable, the Company Subsidiaries’) right, title, and interest in and to all of the Purchased Assets (as defined in the Asset Purchase Agreement), including the trademarks listed in Schedule 1 hereto, together with all goodwill associated therewith (the “**Trademarks**”), upon the terms and subject to the conditions set forth in the Asset Purchase Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Assignment. Effective as of the date hereof, the Assignor hereby sells, conveys, grants, assigns, transfers, and delivers to the Assignee, and the Assignee hereby purchases and acquires from the Assignor, all of the Assignor’s right, title and interest in and to the Trademarks, together with the rights to (a) all income, royalties, damages and payments related thereto, (b) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar; (c) the right to bring actions, defend against or otherwise recover for past, present or future infringements, dilutions, misappropriations or other violations thereof, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations and (d) the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

Section 2. Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, the Assignee shall be the exclusive owner of the Trademarks. The Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Trademarks registered in the corresponding jurisdiction. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Asset Purchase

Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

Section 3. Cooperation. From time to time, pursuant to the Assignee's reasonable request, and without further consideration by the Assignee, the Assignor shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as the Assignee may reasonably request in order to vest and confirm more effectively in the Assignee title to or to put the Assignee more fully in legal possession of, or to enable the Assignee to use, any of the Trademarks including, without limitation, in order to enable the Assignee (at the Assignee's sole expense) to record its ownership of the Trademarks in relevant U.S. and foreign local, state and national trademark offices.

Section 4. Governing Law and Jurisdiction. This Agreement and any claim or controversy hereunder shall be governed by and construed in accordance with the laws of the State of Nevada without giving effect to the principles of conflict of laws thereof.

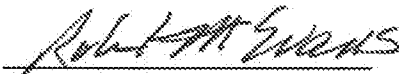
Section 5. Successor and Assigns; Counterparts. This Assignment shall be binding on, and inure to the benefit of, the parties hereto, their successors in interest and assigns. This Agreement may be signed in any number of counterparts (including by means of facsimile or portable document format (.PDF) copies) with the same effect as if the signatures to each counterpart were upon a single instrument, and all such counterparts together shall be deemed an original of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

AMERICAN WEST DEVELOPMENT, INC.,
a Nevada corporation

By: 
Jeffrey L. Canarelli, President

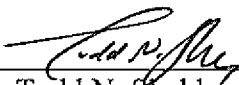
By: 
Robert M. Evans, Senior Vice President

[Signature Page To Trademark Assignment Agreement]

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Assignee:

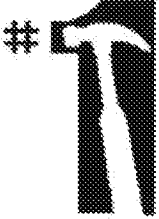
PN II, Inc.

By: 
Name: Todd N. Sheldon
Title: President

[Signature Page To Trademark Assignment Agreement]

TRADEMARK
REEL: 006628 FRAME: 0415

Schedule 1
TRADEMARKS

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date
	US	87660047	October 25, 2017	5480773	May 29, 2018