

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM531925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shurwest, LLC		07/15/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	The Quantum Group, USA, LLC		
Street Address:	17550 N. Perimeter Drive, Suite 300		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88140361	THE QUANTUM GROUP	
CORRESPONDENCE DATA			
Fax Number:	6026314529		
<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:	602 631 9100		
Email:	pto_jrm@venjuris.com		
Correspondent Name:	Joseph R. Meaney		
Address Line 1:	1938 East Osborn Rd.		
Address Line 2:	Venjuris, P.C.		
Address Line 4:	Phoenix, ARIZONA 85016		
NAME OF SUBMITTER:	Joseph R. Meaney		
SIGNATURE:	/Joseph R. Meaney/		
DATE SIGNED:	07/15/2019		
Total Attachments: 2			
source=Assignment of Trademark (signed)#page1.tif			
source=Assignment of Trademark (signed)#page2.tif			

OP \$40.00 88140361

TRADEMARK ASSIGNMENT

This Agreement is made and entered into as of July 15, 2019 by and between Shurwest, LLC, an Arizona Limited Liability Company having its principal place of business at 17550 N. Perimeter Drive, Suite 300 Scottsdale ARIZONA 85255 (referred to herein as "Assignor") and The Quantum Group, USA, LLC, an Arizona Limited Liability Company having its principal place of business at 17550 N. Perimeter Drive, Suite 300 Scottsdale ARIZONA 85255 (referred to herein as "Assignee").

This Agreement is based on the following premises and objectives:

- A. Assignor desires to assign the entire business to which the Trademark Rights pertain, including all rights to the trademarks listed below, together with the goodwill of the business connected with and symbolized by the trademarks; and,
- B. Assignee desires to acquire the entire business to which the Trademark Rights pertain, including all right, title and interest in and to the trademarks together with the goodwill of the business connected with and symbolized by the trademarks.

The parties mutually agree as follows:

As used herein, the term "Trademark Rights" specifically includes the following U.S. Trademark Application:

1. **THE QUANTUM GROUP, serial number 88140361, and a filing date of October 2, 2018.**

In connection with the assignment of the entire business to which the Trademark Rights pertain, and for good and valuable consideration paid by Assignee, the receipt of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire and exclusive right, title and interest in, to and under the Trademark Rights, together with the goodwill associated therewith, and all other trademark rights that may be based thereon, including all foreign and domestic rights, and extensions thereof, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors and assigns, to the end of the term or terms for which such Trademark Rights may be granted or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all claims for damages by reason of past infringement of the Trademark Rights, with the right to sue for and collect on such claims for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

Each Party hereby represents and warrants that it has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement and the transactions and other documents contemplated have been duly authorized by all necessary corporate action on the part of the Parties.

Assignor further represents and warrants that it has full legal right, power and authority to sell, assign and transfer the Trademark Rights, and that there are no outstanding licenses or unrecorded rights in third parties to use the Trademark Rights. Assignor hereby agrees not to execute any

agreement in conflict with this assignment and affirms that this Agreement is not inconsistent with the terms of any other agreement into which it has entered.

Assignor agrees to execute and deliver all papers and take such other action, as may be necessary or desirable, to protect and perfect title to the Trademark Rights in the Assignee. Assignor hereby authorizes and requests the Commissioner of Trademarks, or other proper governmental authority, to issue to Assignee, its successors and assigns, all current or future trademark registrations from Trademark Rights.

Assignor hereby agrees to communicate to Assignee any facts known that effect the Trademark Rights, whenever requested, and will testify in any legal proceeding, sign all lawful papers, make all rightful oaths, and generally do everything reasonably necessary to aid Assignee, its successors and assigns, to obtain and enforce proper trademark protection under the Trademark Rights in all countries.

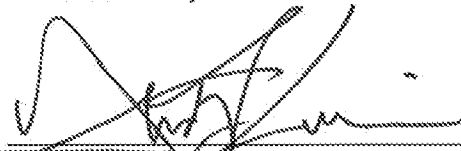
The Parties agree that: any transfer of Intent-to-Use Trademark rights, or portion of, are in compliance with 15 U.S.C. 1060 §10(a)(1) in that any assignment of those rights are to a successor to applicants' ongoing business.

The Parties agree that: this Agreement constitutes the entire agreement between the Parties with respect to the Trademark Rights assignment, and supersedes all prior agreements or negotiations, between the Parties, oral and written that relates to the Trademark Rights assignment; if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected or impaired thereby; the waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach; the provisions of this Agreement shall remain in effect and bind the heirs, successors, assignees, and legal representatives of the parties; this Agreement may be amended or modified only with written consent; no oral waiver, amendment or modification shall be effective under any circumstances whatsoever; the terms of this Agreement are reasonable and that each Party has the right to have this Agreement reviewed by anyone of the Party's choosing, including an attorney.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed on the date first written above.

ASSIGNOR:

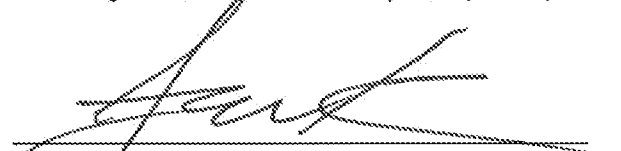
SHURWEST, LLC



By: Andy M. Kvecic
Its: Authorized Agent

ASSIGNEE:

THE QUANTUM GROUP, USA, LLC,



By: Jim Maschek
Its: Manager