

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542174

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/27/2015
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Luft, LLC		09/24/2019	Limited Liability Company: NEVADA

RECEIVING PARTY DATA

Name:	Luft, LLC
Street Address:	410 17th St Suite 310
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: COLORADO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	0531396	
Registration Number:	4546759	LUFT

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: 6464849569
 Email: gmavronicolas@mavrolaw.com
 Correspondent Name: Greg Mavronicolas
 Address Line 1: 228 East 45th Street, 6th Floor
 Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Greg Mavronicolas
SIGNATURE:	/Greg Mavronicolas/
DATE SIGNED:	09/24/2019

Total Attachments: 3

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***NUNC PRO TUNC* ASSIGNMENT OF TRADEMARK RIGHTS**

This *Nunc Pro Tunc* Assignment of Trademark Rights ("**Assignment**"), effective as of May 27, 2015 (the "**Effective Date**"), is made by and between Luft, LLC, a Nevada limited liability company ("**Assignor**"), and Luft, LLC a Colorado limited liability company ("**Assignee**").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, and all subsisting registrations, set forth in Schedule A hereto (the "**Trademarks**");

WHEREAS, Assignor, which was a Nevada LLC desires to formally memorialize the winding down of its affairs and distribute any and all Assignor Trademark assets and all goodwill of the business associated with and symbolized by the Trademarks to Assignee a Colorado LLC;

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks, and all goodwill of the business associated with and symbolized by the Trademarks and Assignor is desirous of formally assigning to Assignee all right, title and interest in and to the Trademarks, and all goodwill of the business associated with and symbolized by the Trademarks; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. *Nunc Pro Tunc Assignment*. Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Trademarks, and all subsisting registrations, as set forth on Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Trademarks and thus all goodwill of the ongoing and existing business to which the Trademarks pertains and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. Miscellaneous.

(a) This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

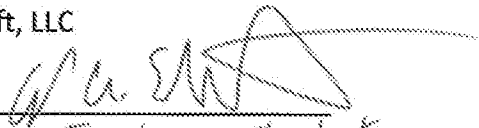
(b) Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this *Nunc Pro Tunc* Assignment of Trademark Rights to be executed by a duly authorized officer, as of the below date.

Dated: September 24, 2019

ASSIGNOR:


Luft, LLC


Name: Jacob A. Eberhart
Title: Director, Luft

STATE OF Arizona)

SS.: COUNTY OF Maricopa)

On this 24th day of September, 2019, before me personally came Jacob Eberhart, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.


Notary Public

Seal

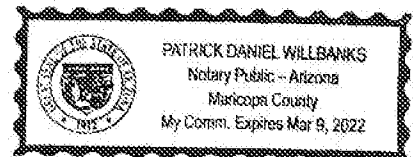


EXHIBIT A
TRADEMARKS

	Serial Number	Registration Number	Mark
1	86051225	4546759	LUFT (Word Mark)
2	86404298	4743044	LUFT (Design Mark)