

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541839

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CR2, LLC		03/31/2017	LLC DELAWARE
RECEIVING PARTY DATA			
Name:	Allied 100, LLC		
Street Address:	1800 U.S. Highway 51 N		
City:	Woodruff		
State/Country:	WISCONSIN		
Postal Code:	54568		
Entity Type:	Limited Liability Company: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4823140	ACCESSIBLE. EASY. DESIGNED FOR LAYPEOPLE	
Registration Number:	4765784	BEREADY EMERGENCY RESPONSE TRAINING	
Registration Number:	4914441	BEREADY	
Registration Number:	4493757	MAINTENANCE MINDER	
CORRESPONDENCE DATA			
Fax Number:	6503974349		
<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:	6502332789		
Email:	john@allmarktrademark.com		
Correspondent Name:	John E. Russell		
Address Line 1:	101 Parkshore Drive		
Address Line 2:	Suite 100		
Address Line 4:	Folsom, CALIFORNIA 95630		
NAME OF SUBMITTER:	John E. Russell		
SIGNATURE:	/john e. russell/		
DATE SIGNED:	09/20/2019		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “*Assignment*”) is made and entered into as of March 31, 2017 by and between CR2, LLC, doing business as CardioReady, a Delaware limited liability company having offices at 1100 E. Hector St., Suite 398, Conshohocken, PA 19428 (“*Assignor*”), and Allied 100, LLC, a Wisconsin limited liability company having offices at 1800 US Hwy 51 North Woodruff, WI 54568 (“*Assignee*”).

WHEREAS, Assignor and Assignee consummated the transactions under that certain Asset Purchase Agreement dated March 31, 2017 (the “*Asset Purchase Agreement*”);

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and trademark registrations and trademark applications listed in Exhibit A attached hereto (collectively, the “*Trademarks*”), together with the goodwill of the business connected with and symbolized by the Trademarks;

WHEREAS, the execution and delivery of this Assignment is pursuant to the parties’ obligations in connection with the Asset Purchase Agreement; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby sells, assigns, transfers and conveys to Assignee its entire right, title, interest in and to the Trademarks together with the goodwill of the business represented and symbolized by the Trademarks (including, without limitation, the right to apply to renew the associated registrations, the right to apply for trademark registrations based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the Trademarks to Assignee as assignee of Assignor’s entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee’s ownership of the Trademarks.

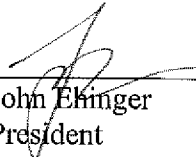
This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

CR2, LLC
a Delaware limited liability company

By: 
John Ehinger
President

ASSIGNEE:

ALLIED 100, LLC
a Wisconsin limited liability company

By: _____
Micah Bongberg
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the date first above written.

ASSIGNOR:

CR2, LLC
a Delaware limited liability company

By: _____
John Ehinger
President

ASSIGNEE:

ALLIED 100, LLC
a Wisconsin limited liability company

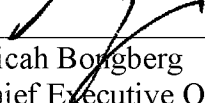
By: _____

Micah Borgberg
Chief Executive Officer

Exhibit A to TRADEMARK ASSIGNMENT

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Application Filing Date</u>	<u>Date of Registration</u>	<u>App. Ser. Number</u>	<u>Registration Number</u>
<u>Accessible. Easy. Designed for Laypeople.</u>	<u>US</u>	<u>Live</u>	<u>5/14/14</u>	<u>9/29/15</u>	86282932	4,823,140
<u>BeReady Emergency Response Training</u>	<u>US</u>	<u>Live</u>	<u>5/14/14</u>	<u>6/30/15</u>	86282930	4,765,784
<u>BeReady</u>	<u>US</u>	<u>Live</u>	<u>5/15/14</u>	<u>3/8/16</u>	86282929	4,914,411
<u>CardioReady</u>	<u>US</u>	<u>Live</u>		<u>3/12/14</u>		4,301,051
<u>CardioRegistry</u>	<u>US</u>	<u>Lapsed</u>		<u>5/25/10</u>	77368621	3,793,645
<u>CardioReady Certification Center</u>	<u>US</u>	<u>Live</u>	<u>3/7/13</u>	<u>12/24/13</u>	85869331	4,453,816
<u>CardioReady Certification Mark</u>	<u>US</u>	<u>Live</u>	<u>9/11/12</u>	<u>6/4/13</u>	85725798	4,345,959
<u>Protecting the Heart of Your Organization</u>	<u>US</u>	<u>Live</u>		<u>3/12/13</u>		4,301,468
<u>Maintenance Minder</u>	<u>US</u>	<u>Live</u>	<u>3/7/13</u>	<u>3/11/14</u>	85869354	4,493,757