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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM548770

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
One Mission, LLC		10/31/2019	Limited Liability Company: CALIFORNIA

## **RECEIVING PARTY DATA**

Name:	SwissTrax, LLC
Street Address:	205 Boring Drive
City:	Dalton
State/Country:	GEORGIA
Postal Code:	30721
Entity Type:	Limited Liability Company: GEORGIA

### **PROPERTY NUMBERS Total: 25**

Property Type	Number	Word Mark
Registration Number:	4689745	CARPETRAX
Registration Number:	4019201	COINTRAX
Registration Number:	4575167	DANCETRAX
Registration Number:	4575157	DIAMONDTRAX
Registration Number:	4184475	DIAMONDTREAD
Registration Number:	4575160	FLOORTRAX
Registration Number:	4689746	GRAPHICTRAX
Registration Number:	4575169	LIGHTRAX
Registration Number:	4575165	LOGOTRAX
Registration Number:	4725066	RENTALTRAX
Registration Number:	4019204	RIBTRAX
Registration Number:	4184474	RIBTREAD
Registration Number:	4242637	RUBBERTRAX
Registration Number:	4140012	SHOPTREAD
Registration Number:	4140013	SHOPTRAX
Registration Number:	4019200	SWISSKITS
Registration Number:	4231642	SWISSMATS
Registration Number:	3127880	SWISSTRAX
Registration Number:	4635793	SWISSTRAX WORLD'S FINEST MODULAR FLOORIN
	-	TRADEMARK

<u> TRADEMARK</u>

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Property Type	Number	Word Mark
Registration Number:	4693270	TURFTRAX
Registration Number:	4685514	VINYLTRAX
Registration Number:	5562169	BASETRAX
Registration Number:	4952185	SWEET MAKEOVERS
Registration Number:	5362676	SWISSTRAX RENTAL FLOORING
Registration Number:	5562168	TRAYTRAX

#### **CORRESPONDENCE DATA**

**Fax Number:** 7704347376

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:** 7704346868

Email: trademarkdocketing@taylorenglish.com

Correspondent Name: W. Scott Creasman
Address Line 1: 1600 Parkwood Circle

Address Line 2: Suite 200

Address Line 4: Atlanta, GEORGIA 30339

NAME OF SUBMITTER:	W. Scott Creasman
SIGNATURE:	/W. Scott Creasman/
DATE SIGNED:	11/08/2019

#### **Total Attachments: 7**

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#### TRADEMARK ASSIGNMENT AGREEMENT

Effective as of October 31, 2019 (the "Effective Date"), One Mission, LLC, a California limited liability company (hereinafter referred to as "Assignor") enters into this Trademark Assignment Agreement (the "Agreement") with SwissTrax, LLC, a Georgia limited liability company (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the trademarks set forth on Exhibit A (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used;

WHEREAS, Assignor and Assignee are the parties to that certain Asset Purchase Agreement dated October 31, 2019 whereby Assignee has contemporaneously purchased from Assignor and/or its affiliates certain business operations and assets associated with the Marks; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Marks as of the Effective Date.

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

- 1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.
- 2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or their expense and charges, hereafter to execute all applications, amended specifications, deeds, instruments, or other documents, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to the Marks.
- 3. Assignor agrees, if requested, to cooperate with Assignee in connection with the protection of the Marks and enforcement of all rights associated with the Marks.
- 4. Assignor represents and warrants that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests, licenses, other encumbrances, or any other grant of rights of any kind. Assignor further warrants and represents that it has no knowledge of any claim that any third party has an interest in any of the Marks or that the Marks violate any rights of any third party.

TRADEMARK REEL: 006792 FRAME: 0866 Assignor is in full compliance with all legal requirements applicable to the Marks and Assignee's ownership and use thereof following transfer by this Agreement.

5. The undersigned represents and warrants if executed in a representative capacity (*e.g.*, as an officer of a corporate entity) that he/she has full requisite authority to execute this Agreement on behalf of the party as indicated and to obligate such party to its terms.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIGNOR:

ONE MISSION, LLC
By:
Name: Randy Nelson
Title: President
ASSIGNEE:
SWISSTRAX, LLC
By:
Name:
Tilles

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIGNOR:
ONE MISSION, LLC
Ву:
Name:
Title:
ASSIGNEE:
SWISSTRAX, LLC
ву: <u>Z &amp; Д</u>
Name: Ronald L. Bennett

Title: Chief Executive Officer

(Trademark Assignment Signature Page)

## **EXHIBIT A**

## THE MARKS

# 1. Registrations/Applications:

Mark	Registration Status	Class(es)	Serial No.	Reg No.	Reg. Date
CARPETRAX	Registered	19	86-128,831	4,689,745	2/17/2015
Cointrax	Registered	19	85-234,458	4,019,201	8/30/2011
DANCETRAX	Registered	19	86-128,757	4,575,167	7/29/2014
DIAMONDTRAX	Registered	19	86-128,620	4,575,157	7/29/2014
Diamondtread	Registered	19	85-833,891	4,184,475	7/31/2012
FLOORTRAX	Registered	19	86-128,665	4,575,160	11/25/2013
GRAPHICTRAX	Registered	19	86-128,844	4,689,746	2/17/2015
LIGHTRAX	Registered	19	86-128,804	4,575,169	7/29/2014
LOGOTRAX	Registered	19	86-128-727	4,575,165	7/29/2014
RENTALTRAX	Registered	19	86-197,428	4,725,066	4/21/2015
Ribtrax	Registered	19	85-234,463	4,019,204	8/30/2011
Ribtread	Registered	19	85-233,888	4,184,474	7/31/2012
Rubbertrax	Registered	19	85-233,894	4,242,637	11/13/2012
SHOPTREAD	Registered	19	85-233,883	4,140,012	5/8/2012
SHOPTRAX	Registered	19	85-233,895	4,140,013	5/8/2012
Swisskits	Registered	19	85-234,455	4,019,200	8/30/2011
SWISSMATS	Registered	19	85-468,184	4,231,642	10/23/2012
SWISSTRAX	Registered	19	78-488,903	3,127,880	8/8/2006
SWISSTRAX WORLD'S FINEST MODULAR	Registered	19	86-128,432	4,635,793	11/11/2014
TURFTRAX	Registered	19	86-128,817	4,693,270	2/24/2015
VINYLTRAX	Registered	19	86-033,131	4,685,514	2/10/2015

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Swisstrax Sport Food Report Promp	Registered	19	86-128,432	4,635,793	11/11/2014
BASETRAX	Registered	19	87-500,964	5,562,169	9/11/2018
Sweet Makeovers	Registered	42	86-404,961	4,952,185	5/3/2016
SWISSTRAX RENTAL FLOORING	Registered	37.41	87-227-581	5,362,676	12/26/2017
TRAYTRAX	Registered	19	87-500,953	5,562,168	9/11/2018
Swisstraxs Mark Form Black France	Registered	27.37	N/A	017963256	1/31/2019
Swisstrax <sup>2</sup>	Registered	27. 37	N/A	016433948	8/29/2017

## 2. Common Law Trademarks:

Mai	·k
CAI	RPETRAX
Coir	ntrax
	NCETRAX
DIA	MONDTRAX
Diar	mondtread
FLC	OORTRAX
GR/	APHICTRAX
LIG	HTRAX
LO(	OTRAX
REN	NTALTRAX
Ribt	
Ribt	read

 $<sup>^1</sup>$  This mark is registered with the European Union Intellectual Property Office.  $^2$  This mark is registered with the European Union Intellectual Property Office.

Rubbertrax

SHOPTREAD

SHOPTRAX

**Swisskits** 

**SWISSMATS** 

SWISSTRAX

SWISSTRAX WORLD'S FINEST MODULAR

TURFTRAX

VINYLTRAX



BASETRAX

Sweet Makeovers

SWISSTRAX RENTAL FLOORING

TRAYTRAX

