

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559870

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900522702		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nytro Multisport Technology, Inc.		11/08/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Nytro, Inc.		
Street Address:	940 S. Coast Highway 101		
City:	Encinitas		
State/Country:	CALIFORNIA		
Postal Code:	92024		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2000693	NYTRO	
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>			
Phone:	619.540.6670		
Email:	skip.mcdowell@nytro.com		
Correspondent Name:	Nytro Multisport Technology, Inc.		
Address Line 1:	940 S Coast Highway 101		
Address Line 4:	Encinitas, CALIFORNIA 92024		
NAME OF SUBMITTER:	Evan J. McDowell		
SIGNATURE:	/Evan J. McDowell/		
DATE SIGNED:	01/31/2020		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is entered into as of November 1, 2019, by and between KSM Nytro, Inc., a California corporation ("Assignor"), and Nytro, Inc., a California corporation ("Assignee").

BACKGROUND

Assignee desires to acquire all right, title and interest Assignor may have in and to the trademark detailed on Schedule A attached hereto and all trademark registrations or applications applied or obtained therefore and the goodwill of Assignor's business associated therewith (collectively, the "Assigned Trademark").

AGREEMENT

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchase Price. The purchase price payable to Assignor for its interest in the Assigned Trademark to be conveyed to Assignee shall be \$30,000.
2. Payment of Purchase Price. Assignee shall pay Assignor the Purchase Price by readily available funds to upon the signing of this Assignment.
3. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title, and interest throughout the world in, to and under the Assigned Trademark, and further, all rights and privileges pertaining to the Assignment Trademark, including without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.
4. Further Assignment. Assignor further assigns to and empowers Assignee, its successors, assigns or nominees, all rights to make applications in the United States and any foreign country for trademark registrations or other forms of protection for the Assigned Trademark and to prosecute such applications, as well as to claim and receive the benefit of the right of priority provided by any convention, treaty or agreement, and the right to invoke and claim such right of priority without further written or oral authorization.
5. Authorization of Trademark Offices to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee or its successors, assigns or nominees to apply for trademark registrations or other proper protection for the Assigned Trademark, and to claim the aforesaid benefits

of the right of priority provided by any convention, treaty or agreement, and to bring all actions or proceedings in its own name, of right, without further consent of Assignor.

6. Further Assurances. Assignor agrees to take such further action and to execute such further documents as Assignee may reasonably request to effect or confirm the conveyance to Assignee of the Assigned Trademark and any improvements thereunder.
7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.
8. Cooperation. Assignor shall use Assignor's best efforts to cooperate fully with Assignee and shall retain and give Assignee reasonable and necessary access to all of Assignor's relevant books and records and make all relevant personnel reasonably available as witnesses (all of the foregoing at Assignee's sole expense) in connection with any litigation or enforcement efforts relating to the Assigned Trademark. Assignee may join Assignor as a party if the need arises, although such joinder shall be solely at the Assignee's expense (including the payment of Assignor's attorney's fees).
9. Entire Agreement. This Assignment constitutes the complete, final and entire agreement between the parties relating to its subject matter and supersedes any previous or contemporary understandings or agreements between the parties relating to its subject matter.

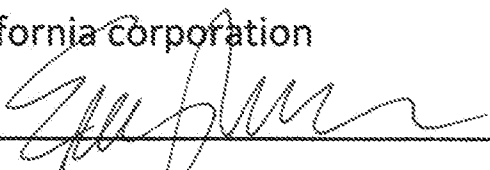
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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment as of the day and year first herein above written.

ASSIGNOR

KSM NYTRO, INC.

a California corporation

By:  11/1/19

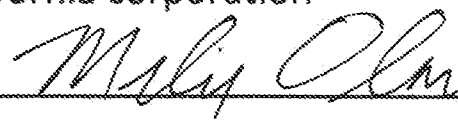
Name: Evan J. McDowell

Title: President

ASSINGEE

NYTRO, INC.

a California corporation

By:  11/1/19

Name: Mike Olson

Title: President