

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569668

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
RESUBMIT DOCUMENT ID:	900539106		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATAYNE, LLC		12/30/2019	Limited Liability Company: MAINE
RECEIVING PARTY DATA			
Name:	LA VIDA TEQUILA, LLC		
Doing Business As:			
Street Address:	135 Maine St		
Internal Address:	Suite A - 131		
City:	Brunswick		
State/Country:	MAINE		
Postal Code:	04011		
Entity Type:	Limited Liability Company: MAINE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5384823	ATAYNE	
Registration Number:	5179122	A	
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:	5127739741		
Email:	lavidatequila@gmail.com		
Correspondent Name:	Rebecca Darr		
Address Line 1:	135 Maine St, Suite A - 131		
Address Line 4:	Brunswick, MAINE 04011		
NAME OF SUBMITTER:	Rebecca K. Darr		
SIGNATURE:	/Rebecca K. Darr/		
DATE SIGNED:	03/31/2020		
Total Attachments: 5			
source=Assignment of IP - Atayne to LVT -12-30-2019-ed#page1.tif			

source='ATAYNE' trademark certificate received 1-29-18 (02672646xAE394)#page1.tif

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Assignment of Intellectual Property

Atayne, LLC, a Maine limited liability company (“Assignor”), having a business address of 135 Maine Street, Suite A, #131, Brunswick, Maine 04011 for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign unto **La Vida Tequila, LLC**, a Maine limited liability company (“Assignee”), having a business address of 135 Maine Street, Suite A, #131, Brunswick, Maine 04011, all right, title and interest in and to all licensing agreements, inventions, developments, designs, improvements, creations, ideas, data, information, reports and other creative works (including all trademarks, copyrights, patents, trade secrets and all other intellectual property rights therein) specifically related to the running and cycling apparel business, created or conceived by Assignor in the context of its relationship with Assignee from the commencement of such relationship to the date hereof (collectively, the “Work Product”). *Assignor does hereby assign to Assignee all right, title and interest in and to U.S. Reg. No. 5179122 and U.S. Reg. No. 5384723, together with the goodwill of the business symbolized by the trademark.*

All of the Work Product shall belong exclusively to Assignee, with Assignee having the exclusive right to obtain and to hold in its own name copyright registrations, patent registrations, trademark registrations or such other protection as may be appointed to the subject matter and any extensions and renewals thereof. Assignor agrees to give Assignee, and any person designated by Assignees, any reasonable assistance required to perfect the rights defined in this paragraph.

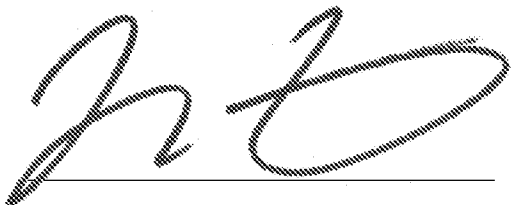
The parties further agree that Assignor will, free of charge, execute and deliver all such further papers as may be reasonably necessary, including original applications and applications for renewal, extension or reissue of patents, trademark registrations, or copyright registrations, in any and all countries, to vest title thereto in Assignee, its successor, assigns, or nominees.

Assignor further hereby assigns to Assignee, and Assignee shall have, all causes of action, past, present, and future, related to any rights in the Work Product; the rights to damages or profits, due or accrued, arising out of past, present, or future infringements or violations thereof; and the right to sue for and recover the same in Assignee’s own name.

Assignor warrants that he has the full power and authority to assign any rights he has to the Work Product, including any third party work to Assignee, and Assignor does not need the approval of any other person or entity to effectuate this Assignment.

This Assignment constitutes the complete and exclusive statement of the terms and conditions of this Assignment, which supersedes and merges all prior and contemporaneous proposals, understandings and all other agreements, oral and written, relating to the subject matter hereof. This Assignment shall be governed by and construed in accordance with the laws of the State of Maine (without giving effect to principles of conflicts of laws).

IN WITNESS WHEREOF, this Assignment has been executed this 30th day of December, 2019.



Jeremy Litchfield

Managing Member
Atayne, LLC

United States of America

United States Patent and Trademark Office

ATAYNE

Reg. No. 5,384,823

Registered Jan. 23, 2018

Int. Cl.: 25

Trademark

Principal Register

Atayne, LLC (MAINE LIMITED LIABILITY COMPANY)
#131
96 Maine Street
Brunswick, MAINE 04011

CLASS 25: Clothing, namely, t-shirts, long sleeve shirts, hats, shorts, pants, headwear for winter and summer, underwear, tank tops, shoes, rain suits, gloves, jackets for winter and summer, winter caps being headwear, sweat shirts, pullovers, women's bras, socks, sneakers and sandals

FIRST USE 8-28-2008; IN COMMERCE 8-28-2008

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-486,144, FILED 06-13-2017



Joseph Matol

Performing the Functions and Duties of the
Under Secretary of Commerce for
Intellectual Property and Director of the
United States Patent and Trademark Office

TRADEMARK
REEL: 006903 FRAME: 0448

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- *First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- *Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

United States of America

United States Patent and Trademark Office



Reg. No. 5,179,122

Registered Apr. 11, 2017

Int. Cl.: 25

Trademark

Principal Register

Atayne, LLC (MAINE LIMITED LIABILITY COMPANY)
#131
96 Maine Street
Brunswick, ME 04011

CLASS 25: Clothing, namely, t-shirts, long sleeve shirts, hats, shorts, pants, headwear for winter and summer, underwear, tank tops, shoes, rain suits, gloves, jackets for winter and summer, winter caps, sweat shirts, pullovers, women's bras, socks, sneakers and sandals

FIRST USE 8-28-2008; IN COMMERCE 8-28-2008

The mark consists of a three-sided figure in the shape of a letter "A", with two solid quadrilaterals of decreasing size to the left of the first aspect of the "A" figure.

SER. NO. 86-874,225, FILED 01-13-2016
JAMES W RINGLE, EXAMINING ATTORNEY



Michelle K. Lee

Director of the United States
Patent and Trademark Office

TRADEMARK
REEL: 006903 FRAME: 0450

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