# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM572798

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Morningstar Business Group US Inc.		04/13/2020	Corporation: WASHINGTON

### **RECEIVING PARTY DATA**

Name:	CanStar LLC	
Street Address:	814 Central Ave., 4	
City:	Oroville	
State/Country:	WASHINGTON	
Postal Code:	98844	
Entity Type:	Limited Liability Company: WASHINGTON	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3378518	FLIGHT LINE

## CORRESPONDENCE DATA

Fax Number: 2507694944

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: 2507697505

morningstarbusinessgroup@gmail.com Email:

**Correspondent Name:** Marilyn Mellis Address Line 1: 814 Central Ave., 3

Oroville, WASHINGTON 98844 Address Line 4:

NAME OF SUBMITTER:	Marilyn Mellis
SIGNATURE:	/marilynmellis/
DATE SIGNED:	04/21/2020

#### **Total Attachments: 3**

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> **TRADEMARK** REEL: 006919 FRAME: 0803

## Trademark Assignment Agreement

This Trademark Assignment Agreement (this "Agreement") is entered into as of the log day of this tentered, 2020 (the "Effective Date") by and between Morningstar Business Group U.S. Inc. (the "Assignor"), a Washington Corporation located at 814 Central Ave., 3, Oroville, WA, 98844 and CanStar LLC (the "Assignee"), a Washington Limited Liability Company located at 814 Central Ave., 4, Oroville, Washington, 98844.

1. Mark. The term "Mark" as used in this Agreement shall mean any registered and unregistered trademarks, service marks, logos, designs, trade names, domain names, package designs, and product designs, including but not limited to all registrations and/or registration application rights and all rights to prepare derivative marks, together with all the goodwill of the business symbolized thereby, and all other rights in the United States and in all countries and territories worldwide and under any international convention (hereinafter collectively referred to as "Mark") identified as follows:

Mark Name: Flight Line

Application or Registration Number: 3,378,518

State of Registration: Washington

Date of Application or Registration: February 05, 2008

Description of Goods/Services: Flight suits, overalls, coveralls, shirts, pants and vests worn by professional emergency medical personnel, professional pilots and Air Crew, nurses apparel, namely EMS suits and coveralls: Uniforms, shirts, vests, flight suits, aramid fiber flight suits, aramid fiber coveralls worn by professional pilots, air crews, and emergency medical personnel in class 25 (U.S. CLS 22 and 39)

- 2. Assignment. Assignor hereby irrevocably assigns, grants, and transfers to Assignee all rights, title, and interest in and to the Mark in perpetuity. Assignor further authorizes the United States Patent and Trademark Office and all other agencies in jurisdictions outside the United States to record the transfer of the registration. After the Effective Date, Assignor agrees to make no further use of the Mark or any confusingly similar mark in the United States and anywhere in the world, except as may be expressly authorized by the parties in writing. Assignor further agrees to not challenge Assignee's use or ownership of the Mark.
- Consideration. Assignee shall pay Assignor the sum of \$5,000.00 Canadian dollars, in consideration for assignment of the Mark.
- Execution and Delivery. The Assignee will pay the consideration into the trust account of Dan K. Lo Lawyer 129 located Nanaimo Ave., West, Penticton, B.C. V2A 1N2, lawyer for the Assignor.

After Assignee pays the amount due in the Assignors lawyers trust, Assignor shall execute and deliver to Assignee confirmation that US Trademark Office Assignment form has been

filed along with a copy of this Trademark Assignment Agreement with the United States Patent & Trademark Office (USPTO).

The Assignor has no control over the timing of the USPTO reassignment of the trademark to the Assignee and as such, the release of the funds shall be at the time of the confirmation of filing the US Trademark Office Assignment form.

- Legal Fees. If either party, any heir, personal representative, successor, or assign of either party hereto enforce this Agreement through litigation, the prevailing party shall be liable for reasonable legal fees and expenses incurred by the other party in connection with such litigation, including, but not limited to, any appeals.
- Entire Agreement. This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee, including any prior representation, statement, condition, or warranty.
- Modification and Waiver. This Agreement may be amended or modified only by a written agreement signed by both of the parties. Neither party will be charged with any waiver of any provision of this Agreement, unless such waiver is evidenced by a writing signed by the party and any such waiver will be limited to the terms of such writing
- Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.
- Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to the principles of conflict of laws. Each party consents to the exclusive jurisdiction of the courts located in the State of Washington for any legal action, suit or proceeding arising out of or in connection with this Agreement. Each party further waives any objection to the laying of venue for any such suit, action or proceeding in such courts.
- 10. Successors and Assigns. This Agreement will inure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

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

Momingstar Business Group U.S. Inc.

Name: Marilyn E Meilis

Title: CFO

CanStar LLC

Name: Diane Riddle

Title:

Name: Wayne Riddle

Title:

3

Int. CL: 25

Prior U.S. Cls.: 22 and 39

United States Patent and Trademark Office

Reg. No. 3,378,518 Registered Feb. S. 2008

TRADEMARK PRINCIPAL REGISTER



MORNINGSTAR BUSINESS GROUP US INC. (WASHINGTON CORPORATION)
FINANCE
#3-814 CENTRAL AVE.
OROVILLE, WA 98844

FOR: FLIGHT SUITS, OVERALLS, COVERALLS, SHIRTS, PANTS AND VESTS WORN BY PROFESSIONAL EMERGENCY MEDICAL PERSONNEL, PROFESSIONAL PILOTS, AND AIR CREW, NURSES APPAREL. NAMELY, EMS SUITS AND COVERALLS: UNIFORMS, SHIRTS, VESTS, FLIGHT SUITS, ARAMID FIBER COVERALLS WORN BY PROFESSIONAL PILOTS, AIR CREWS, AND EMERGENCY MEDICAL PER-

FIRST USE 10-17-1985; IN COMMERCE 2-13-1986.

SONNEL, IN CLASS 25 (U.S. CLS. 22 AND 39).

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "FLIGHT", APART FROM THE MARK AS SHOWN.

THE COLOR(S) REFLEX BLUE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

THE COLOR REFLEX BLUE APPEARS THROUGHOUT THE ENTIRE MARK.

SEC. 2(F).

SER. NO. 78-665,924, FILED 7-7-2005.

DORITY L. CARROLL, EXAMINING ATTORNEY



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**RECORDED: 04/21/2020** 

TRADEMARK REEL: 006919 FRAME: 0806