

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/20/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grasshopper Trading CO LLC		06/15/2020	Limited Liability Company: WYOMING
RECEIVING PARTY DATA			
Name:	Grasshopper Trading Incorporated, CO.		
Street Address:	2282 South Presidents Drive		
Internal Address:	Suite E and F		
City:	West Valley City		
State/Country:	UTAH		
Postal Code:	84120		
Entity Type:	Corporation: UTAH		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5278112	EXPEDITION EXPRESS	
Registration Number:	4997249	23ZERO	
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:	602-687-5851		
Email:	burt@hpslawgroup.com		
Correspondent Name:	Burt Skiba		
Address Line 1:	123 N Centennial Way Suite 205		
Address Line 4:	Mesa, ARIZONA 85201		
NAME OF SUBMITTER:	Burt Skiba		
SIGNATURE:	/Burt Skiba/		
DATE SIGNED:	06/16/2020		
Total Attachments: 5			
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NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), effective as of November 20, 2018, is made by Grasshopper Trading CO LLC ("**Assignor**"), a Limited Liability Company, located at 1712 Pioneer Ave Suite 1867, Cheyenne, Wyoming 82001, in favor of Grasshopper Trading Incorporated, CO. ("**Assignee**"), a Utah Corporation, located at 2282 South Presidents Drive, Suite E and F, West Valley City, Utah 84120.

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, and all subsisting registrations and pending applications therefor, in the United States of America (the "Territory"), set forth in Schedule A hereto (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory;

WHEREAS, Assignor is desirous of assigning to Assignee all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory; and,

WHEREAS, Assignor has moved locations from Wyoming to Utah and has Incorporated as a Utah Corporation as of November 20, 2018, Assignee is therefore the successor of certain of Assignor's assets, including Assignor's entire right, title and interest in and to the trademarks in the Territory, the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or intended to be used, and all goodwill of the business associated with and symbolize by the Trademark in the Territory.

NOW THEREFORE, the parties agree as follows:

1. **Nunc Pro Tunc Assignment.** Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Trademarks in the Territory, and all subsisting registrations and pending applications therefor, as set forth on Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Trademarks in the Territory, and thus all goodwill of the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks in the Territory, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency in the Territory, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks in the Territory after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or

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other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. **Counterparts.** This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Representations.** Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

6. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Status	Registration Number	Registration Date
Expedition Express	USPTO	Using	5278112	August 29, 2017
23Zero	USPTO	Using	4997249	July 12, 2016

TITLE	Nunc Pro Tunc Assignment - 23 Zero.pdf
FILE NAME	Nunc%20Pro%20Tunc...-%2023%20Zero.pdf
DOCUMENT ID	c84973e1d799805350d5d65bfac0541983ba6f19
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	✳ Completed

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06 / 15 / 2020
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Sent for signature to Grasshopper Trading Co.
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06 / 16 / 2020
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06 / 16 / 2020
00:48:21 UTC

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IP: 97.117.69.254



COMPLETED

06 / 16 / 2020
00:48:21 UTC

The document has been completed.