

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM595752

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Comfort Technologies, Inc.		06/20/2018	Corporation: UTAH
RECEIVING PARTY DATA			
Name:	EdiZONE, LLC		
Street Address:	123 East 200 North		
City:	Alpine		
State/Country:	UTAH		
Postal Code:	84004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5441198	INTELLIPILLOW	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	801-328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	59888/4		
NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		
DATE SIGNED:	09/03/2020		
Total Attachments: 1			
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OP \$40.00 5441198

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights ("Assignment") is entered into as of June 20, 2018 between Advanced Comfort Technologies, Inc., a Utah corporation, with offices at 3676 W. California Avenue, Ste. D-100, Salt Lake City, Utah 84104 ("Assignor"), and EdiZONE, LLC, a Delaware limited liability company, with offices at 123 East 200 North, Alpine, Utah 84004 ("Assignee"). The parties agree to the following, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, assigns and transfers to Assignee, the entire right, title, and interest in and to the trademark INTELLIPILLOW, Reg. No. 5,441,198 (the "Trademark"), all related common law rights and the goodwill pertaining thereto, together with all claims, demands and causes of action for the past infringement of the Trademark or for unfair competition in business in connection therewith, and all rights to sue at law or in equity for any infringements, misappropriations or other violations of any of the foregoing, including the right to receive all proceeds and damages therefrom the same, to be held and enjoyed by Assignee, its successors, assigns or other legal representatives as fully and entirely as the same would or could have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignee agrees that Assignor maintains a license to the Trademark pursuant to that certain Amended and Restated License Agreement dated January 28, 2010, as further amended by that certain Settlement Agreement and First Amendment to the License Agreement dated May 1, 2017.

3. Assignor agrees to record this Assignment with the United States Patent and Trademark Office.

The parties hereto have caused this Assignment to be duly executed and delivered by their duly authorized officers as of the day and year first above written.

ASSIGNOR

ASSIGNEE



Advanced Comfort Technologies, Inc.
Print Name: Brad McLaws
Title: President

EdiZONE, LLC
Print Name: Tony M. Pearce
Title: Manager

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