

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637857

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900605790

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CLEARresult Operating, LLC		03/16/2021	Limited Liability Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	CLEARresult Consulting Inc.
<b>Street Address:</b>	100 SW Main St, #1500
<b>City:</b>	Portland
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97204
<b>Entity Type:</b>	Corporation: TEXAS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
<b>Serial Number:</b>	85267737	AIRCARE PLUS
<b>Serial Number:</b>	85255910	AIRCARE PLUS

**CORRESPONDENCE DATA****Fax Number:**

*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:** (503) 248-4636  
**Email:** legal@clearResult.com  
**Correspondent Name:** CLEARresult Consulting Inc.  
**Address Line 1:** 100 SW Main St, #1500  
**Address Line 4:** Portland, OREGON 97204

<b>NAME OF SUBMITTER:</b>	Robin Seifried
<b>SIGNATURE:</b>	/Robin Seifried/
<b>DATE SIGNED:</b>	04/08/2021

**Total Attachments: 2**

source=2021-03-16 AirCare Plus Trademarks Assignment Agreement (executed)#page1.tif  
source=2021-03-16 AirCare Plus Trademarks Assignment Agreement (executed)#page2.tif



TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") dated effective March 16, 2021 (the "**Effective Date**"), is between CLEAResult Consulting Inc., a Texas corporation ("**Assignee**"), and CLEAResult Operating, LLC, a Delaware limited liability company ("**Assignor**").

BACKGROUND

- A. Assignor owns the entire right, title and interest in and to the Aircare Plus trademarks, United States Patent and Trademark Office Registration Numbers 4038654 and 4034903 (together, the "**Marks**").
- B. Assignee owns 100% of the assets of Assignor.
- C. Assignee now wishes to assign to Assignor all of its right, title and interest to the Marks, together with all of the goodwill of the business symbolized thereby, and Assignor now wishes to accept such assignment subject to the terms and conditions set forth in this Agreement.

AGREEMENT

The parties incorporate into this Agreement the above Background provisions and agree as follows:

- 1. Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby conveys to Assignee and Assignee hereby accepts from Assignor all right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks.
- 2. Warranties. Assignor represents and warrants that:
  - a. Assignor owns the entire right, title and interest in and to the Marks; and
  - b. The registration of the Marks is currently valid and in full force and effect.
- 3. Miscellaneous.
  - a. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Texas, without regard to conflict of law rules, and shall be enforceable against the parties in the courts of Texas. Each party irrevocably submits to the jurisdiction of such courts, and agrees that all claims with respect to this Agreement may be heard and determined in any of such courts.
  - b. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney fees the prevailing party incurs, including, but not limited to, those related to or arising from any appeal.
  - c. Entire Agreement; Counterparts. This Agreement, including the Background sections and any exhibits, schedules or attachments (all of which are incorporated into this Agreement by this reference), contains the entire agreement of the parties regarding the subject matter described in this Agreement, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged in this Agreement and superseded by this Agreement. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This Agreement may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.
  - d. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions in this Agreement shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement. The invalidity or unenforceability of any provision of

this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

e. Waiver of Breach. The failure of either party to enforce strict performance by the other of any provision of this Agreement, or to exercise any right available to the party under this Agreement, shall not be construed as a waiver of such party's right to enforce strict performance in the same or any other instance.

The parties to this Agreement have executed this Agreement as of the Effective Date.

Assignee

CLEARresult Consulting Inc.

By: \_\_\_\_\_



Name: Joe Mattoon

Title: Chief Legal Officer

Assignor

CLEARresult Operating, LLC

By: \_\_\_\_\_

Name: Scott Boose

Title: President