

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650827

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vivial Holdings LLC		05/31/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vivial Media LLC		
Street Address:	160 Inverness Drive West, Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5926874	VIVIAL	
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:	303.473.2703		
Email:	docket@hollandhart.com, ljheld@hollandhart.com		
Correspondent Name:	Tracy B. Gray, Holland & Hart LLP		
Address Line 1:	P.O. Box 8749		
Address Line 2:	Attn: Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201-8749		
ATTORNEY DOCKET NUMBER:	78346.0001		
NAME OF SUBMITTER:	Tracy B. Gray		
SIGNATURE:	/Tracy B. Gray/		
DATE SIGNED:	06/01/2021		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (“Assignment”), dated as of May 31, 2021 (“Effective Date”), is entered into by and between Vivial Holdings LLC, a Delaware limited liability company (“Assignor”), and Vivial Media LLC, a Colorado limited liability company, having an address at 160 Inverness Drive West, Suite 250, Englewood COLORADO 80112 (“Assignee”). Assignor and Assignee are individually referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor is the owner of the trademark/service mark “VIVIAL” (the “Trademark”) and the following U.S. registration for the Trademark (the “U.S. Registration”); and

Trademark	U.S. Registration No.	U.S. Application No.	Classes
VIVIAL	5926874	87027961	35, 38, 42

WHEREAS, Assignee seeks to acquire and accept the entire right, title and interest in and to the Trademark, including, without the limitation, the U.S. Registration, together with the goodwill of the business associated with and symbolized by the Trademark.

NOW, THEREFORE, for and in consideration of the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby irrevocably conveys, assigns and transfers to Assignee, and Assignee hereby accepts the conveyance, assignment and transfer of, all right, title and interest of Assignor throughout the world in, to and under the Trademark and the U.S. Registration, free and clear of all liens, together with any and all goodwill connected with, associated with and symbolized by the Trademark, the same to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this conveyance, assignment and transfer had not been made, including, without limitation, the right to maintain trademark and service mark registrations for the Trademark (including, without limitation, the U.S. Registration) and prosecute applications for registration of the Trademark, all rights in and to all fees, income, royalties, damages and payments now or hereafter due or payable with respect to the Trademark, all claims and causes of action (whether in law or in equity) with respect to the Trademark, and the right to sue, counterclaim, and recover for past, present and future infringement, dilution or other violation of any of the rights conveyed, assigned or transferred under this Assignment.

2. Assignor shall take all actions reasonably requested by Assignee, and shall execute any documents as may be reasonably requested by Assignee, from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Trademark and the U.S. Registration. Such actions shall include, without limitation, providing documents and information useful or necessary for Assignee or any of its affiliates, designees or agents to prosecute any application, or maintain any registration, for the Trademark, or pursue or defend any administrative, court, or other legal proceeding involving the Trademark or the U.S. Registration.

3. This Assignment is binding upon, and inures to the benefit of, the Parties hereto and their respective legal representatives, successors and permitted assigns. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without regard to the choice of law principles thereof) and the intellectual property laws of the United States without giving effect to any law that would result in the application of a different body of law than as set forth in this Section 2.

4. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as assignee and owner of the entire right, title and interest in, to and under the Trademark and the U.S. Registration, as applicable.

5. No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by both Parties.

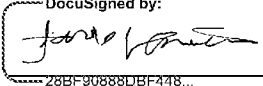
6. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party hereto, it being understood that all Parties hereto need not sign the same counterpart. A signed copy of this 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 Assignment.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

As Assignor:

Vivial Holdings LLC

DocuSigned by:

By: _____
Name: James Continenza
Title: Chief Executive Officer

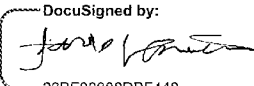
[Signature Page to Trademark Assignment Agreement]

**TRADEMARK
REEL: 007311 FRAME: 0678**

As Assignee:

Vivial Media LLC

DocuSigned by:

By: 

Name: James Continenza

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]