

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Richard Kennedy		09/16/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	MODRE VENTURES, LLC		
Street Address:	6820 S. Regal Road		
City:	Spokane		
State/Country:	WASHINGTON		
Postal Code:	99223		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88810343	MODRE	
CORRESPONDENCE DATA			
Fax Number:	5097771616		
<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:	509.777.1600		
Email:	dan.wadkins@foster.com		
Correspondent Name:	Dan Wadkins, Foster Garvey PC		
Address Line 1:	618 W. Riverside Avenue, Suite 300		
Address Line 4:	Spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	511050-62000		
NAME OF SUBMITTER:	Dan Wadkins		
SIGNATURE:	/Dan Wadkins/		
DATE SIGNED:	09/30/2021		
Total Attachments: 3			
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement (the "**Assignment**") is made and entered into as of September 16, 2021 (the "**Effective Date**"), by and between RICHARD KENNEDY, an individual, having a principal address at 6820 S. Regal Road, Spokane, Washington 99223 ("**Assignor**") and MODRE VENTURES, LLC, a limited liability corporation organized and existing under the laws of the State of Washington, having a principal address at 6820 S. Regal Road, Spokane, Washington 99223 ("**Assignee**"), each of **Assignor** and **Assignee** being a "**Party**" and collectively, the "**Parties**."

WHEREAS, Assignor owns the entire right, title and interest in and to the MODRE mark (the "**Mark**") as described in U.S. Trademark Application Serial No. 88/810,343, a copy of which is attached hereto as Exhibit A (the "**Pending Application**"); and

WHEREAS, Assignee is desirous of acquiring the Mark and the Pending Application, and Assignor is desirous of assigning the Mark and the Pending Application to Assignee pursuant to the terms and conditions of this Assignment.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Assignment.** Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Mark, along with the goodwill of the business symbolized by the Mark, and all causes of action relating thereto, whether arising before or after the date of this assignment.
2. **Effect of Assignment.** The Mark and the Pending Application shall be held and enjoyed by Assignee and its successors and assigns, for its exclusive use and benefit as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.
3. **Governing Law.** The validity, construction and performance of this Assignment will be governed by the laws of Washington State, without giving effect to that body of laws pertaining to conflict of laws that would subject a matter to the laws of another jurisdiction.
4. **Entire Agreement; Amendment.** Upon execution, this Assignment shall constitute the entire agreement among the Parties hereto with respect to the subject matter hereof and merges all other prior or contemporaneous communications. This Assignment shall not be amended except by a written agreement dated subsequent to the date of this Assignment and signed on behalf of the Parties hereto by their respective duly authorized representatives.
5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

[Signature Page Follows]

Dated as of the Effective Date written above.

ASSIGNOR

ASSIGNEE

MODRE VENTURES, LLC

By: Richard Kennedy
Printed Name: Richard Kennedy

By: Richard Kennedy
Printed Name: Richard Kennedy
Its: Governor

EXHIBIT A

<u>Mark</u>	<u>Description of Goods/Services</u>	<u>Application No.</u>
MODRE	Class 36: <i>Real estate management services</i>	88810343