

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM696993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RS Marks, Inc.		12/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ER Marks, Inc.		
Street Address:	1200 Wilson Drive		
City:	West Chester		
State/Country:	PENNSYLVANIA		
Postal Code:	19380		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3155245	SAVOR	
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:	3032998178		
Email:	tscott@shermanhoward.com		
Correspondent Name:	Teri Scott		
Address Line 1:	675 Fifteenth Street, Suite 2300		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Teri Scott		
SIGNATURE:	/s/ Teri Scott		
DATE SIGNED:	12/22/2021		
Total Attachments: 4			
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source=Trademarks Assignment Agreement (RS Marks to ER Marks) 12.17.20#page2.tif			
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OP \$40.00 3155245

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** is dated December 17, 2020, by and between RS Marks, Inc., a Delaware corporation (the "Assignor"), and ER Marks, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the wholly-owned subsidiary of the Assignee; and

WHEREAS, the Assignor will be dissolved and desires to distribute, assign, transfer, convey and deliver to the Assignee all of the Assignor's right, title and interest in, to and under, the Trademark (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment of Trademark. The Assignor hereby absolutely and unconditionally distributes, assigns, transfers, conveys and delivers unto the Assignee, its successors and assigns, forever, Assignor's entire right, title and interest in, to and under, all of the following, wherever located, to have and to hold forever:

- a. the trademark set forth on Schedule I hereto and all issuances, extensions and renewals thereof (the "Trademark"), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademark;
- b. all rights of any kind whatsoever of the Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d. any and all rights to legal proceedings of any nature available to or being pursued by the Assignor to the extent related to the foregoing for the period after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. 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 jurisdiction, to record and register this Trademark Assignment Agreement upon request by the Assignee.

3. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the reasonable request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments contemplated herein,

including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademark to the Assignee.

4. Successors and Assigns. This Trademark Assignment Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

5. Amendment. This Trademark Assignment Agreement may be amended or modified at any time only by an instrument in writing signed by the Assignor and Assignee.

6. Governing Law. This Trademark Assignment Agreement shall be governed by the laws of the State of Delaware without regard to principles of conflict or choice of law that would defer to the substantive laws of any other jurisdiction.

7. Counterparts; Electronic Signatures. This Trademark Assignment Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies of this Trademark Assignment Agreement may be delivered via facsimile, email or other legible electronic means, and such electronic copies shall be as valid as the originals.

8. No Waivers. Except as otherwise expressly provided herein, no failure to exercise, delay in exercising or single or partial exercise of any right, power or remedy by any party, and no course of dealing between the parties, shall constitute a waiver of any such right, power or remedy.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment Agreement to be duly signed as of the date first above written.

ASSIGNOR:

RS MARKS, INC.

David J Tull

By: _____

Name: David Tull

Title: Vice President

ASSIGNEE:

ER MARKS, INC.

Robert D. Smith

By: _____

Name: Robert D. Smith

Title: President

SCHEDULE I

Trademark

Serial No.	Registration No.	Mark
78659732	3155245	SAVOR