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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM720280 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	<b>Execution Date</b>	Entity Type
Innovative Base Technologies, LLC		12/22/2021	Limited Liability Company: FLORIDA

## **RECEIVING PARTY DATA**

Name:	CH3 Solutions, LLC	
Street Address:	205 Boring Dr.	
City:	Dalton	
State/Country:	GEORGIA	
Postal Code:	30721	
Entity Type:	Limited Liability Company: GEORGIA	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2596050	TOUR LINKS

# **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:** 9133033843

**Email:** docketing@avant.law

Correspondent Name: Anna Quinn

**Address Line 1:** 12980 Metcalf Ave.

Address Line 2: Suite 180

Address Line 4: Overland Park, KANSAS 66213

NAME OF SUBMITTER:	Anna M. Quinn
SIGNATURE:	/Anna M. Quinn/
DATE SIGNED:	04/11/2022

### **Total Attachments: 5**

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# TRADEMARK ASSIGNMENT AGREEMENT

Effective as of December 22, 2021 (the "Effective Date"), Innovative Base Technologies, LLC, a Florida limited liability company and 308, LLC, a Nevada limited liability company (hereinafter collectively referred to as "Assignor") enters into this Trademark Assignment Agreement (the "Agreement") with CH3 Solutions, LLC, a Georgia limited liability company (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS each Assignor is the owner of the trademarks set forth on Exhibit A (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used;

WHEREAS each Assignor and Assignee are the parties to that certain Asset Purchase Agreement dated December 22, 2021 whereby Assignee has contemporaneously purchased from each Assignor and/or its affiliates certain business operations and assets associated with the Marks; and

WHEREAS each Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Marks as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Each Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, each Assignor's entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which each Assignor is or would have been entitled had the Assignment not been made.
- 2. Each Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, hereafter to execute all applications, amended specifications, deeds, instruments, or other documents, and to do all acts necessary or proper to secure all rights in the Marks, including, but not limited to all, the grant of registered trademarks and service marks for the Marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee, and to vest and confirm in Assignee its successors and assigns, the legal title to the Marks.

- 3. Each Assignor agrees, if requested, to cooperate with Assignee in connection with the protection of the Marks and enforcement of all rights associated with the Marks.
- 4. Each Assignor represents and warrants that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests, licenses, other encumbrances, or any other grant of rights of any kind. Each Assignor further warrants and represents that it has no knowledge of any claim that any third party has an interest in any of the Marks or that the Marks violate any rights of any third party. Each Assignor is in full compliance with all legal requirements applicable to the Marks and Assignee's ownership and use thereof following transfer by this Agreement.
- 5. The undersigned represents and warrants if executed in a representative capacity (*e.g.*, as an officer of a corporate entity) that he/she has full requisite authority to execute this Agreement on behalf of the party as indicated and to obligate such party to its terms.

[Signature page to follow]

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IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

# **ASSIGNOR:**

INNOVATIVE BASE TECHNOLOGIES, LLC

By: Oally
Name: David R. Barlow

Title: President

**ASSIGNOR:** 

308, LLC

Name: David R. Barlow

Title: President

**ASSIGNEE:** 

CH3 SOLUTIONS, LLC

Title: President

[Signature page- Trademark Assignment]

RECORDED: 04/11/2022