

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmartLabs (ABC), LLC		06/07/2022	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Snap One, LLC		
Street Address:	11734 South Election Road, Suite 200		
City:	Draper		
State/Country:	UTAH		
Postal Code:	84020		
Entity Type:	Limited Liability Company: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3995722	SMARTHOME	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<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:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Joshua G. Gigger		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Joshua G. Gigger		
SIGNATURE:	/Joshua G. Gigger/		
DATE SIGNED:	09/12/2022		
Total Attachments: 3			
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OP \$40.00 3995722

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made effective as of June 7, 2022, by and between SmartLabs (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of SmartLabs, Inc., (“Assignor”) and Snap One, LLC, a North Carolina limited liability company (“Assignee”) pursuant to a certain Bill of Sale Agreement dated as of June 7, 2022, (the “Bill of Sale”). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Bill of Sale.

WHEREAS, Assignor has agreed to sell to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the “Mark”); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor’s right, title and interest in and to the Mark to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Assignment Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Mark, including without limitation any and all registrations, applications, and/or common law rights for the Mark throughout the world, together with all of the goodwill of Assignor’s business symbolized by or associated with the Mark, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Mark. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents to assist Assignee in obtaining, perfecting, and/or sustaining, the Mark. If Assignee is unable for any reason whatsoever to secure Assignor’s signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. This Trademark Assignment is subject to the terms and conditions of the Bill of Sale and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Bill of Sale, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Bill of Sale, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Bill of Sale, the Bill of Sale shall control.

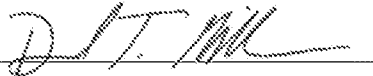
4. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:

ASSIGNEE:

SmartLabs (ABC), LLC, a California limited liability company, as Assignee for the Benefit of Creditors of SmartLabs, Inc.

Snap One, LLC, a North Carolina limited liability company

By: 

By:  _____

Name: David Miller

Name: JD Ellis

Its: Manager

Its: Chief Legal Officer

Schedule A
Marks

SMARTHOME

Word Mark SMARTHOME
Goods and Services IC 035, US 100 101 102 G & S: Online retail store services featuring consumer electronic products for home automation, improvement and control; mail order catalog services featuring consumer electronic products for home automation, improvement and control. FIRST USE: 19930000. FIRST USE IN COMMERCE: 19930000
Standard Characters Claimed
Mark Drawing Code (4) STANDARD CHARACTER MARK
Serial Number 78656443
Filing Date June 22, 2005
Current Basis 1A
Original Filing Basis 1A
Published for Opposition October 27, 2009
Registration Number 3995722
Registration Date July 19, 2011
Owner (REGISTRANT) SMARTLABS, INC. CORPORATION CALIFORNIA 1521 Alton Parkway IRVINE CALIFORNIA 92606
Assignment Recorded ASSIGNMENT RECORDED
Attorney of Record Lori Lee Yamato
Type of Mark SERVICE MARK
Register PRINCIPAL-2(F)
Affidavit Text SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20210628
Renewal 1ST RENEWAL 20210628
Live/Dead Indicator LIVE