# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM783868

| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|
|------------------|----------------|

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

## **CONVEYING PARTY DATA**

| Name                       | Formerly | Execution Date | Entity Type         |
|----------------------------|----------|----------------|---------------------|
| Las Vegas Monorail Company |          | 09/13/2022     | Corporation: NEVADA |

# **RECEIVING PARTY DATA**

| Name:           | Las Vegas Convention and Visitors Authority |  |
|-----------------|---|--|
| Street Address: | 3150 Paradise Road                          |  |
| City:           | Las Vegas                                   |  |
| State/Country:  | NEVADA                                      |  |
| Postal Code:    | 89109                                       |  |
| Entity Type:    | State Agency: NEVADA                        |  |

# **PROPERTY NUMBERS Total: 8**

| Property Type        | Number  | Word Mark            |  |
|----------------------|---------|----------------------|--|
| Registration Number: | 5138049 | M LAS VEGAS MONORAIL |  |
| Registration Number: | 5105602 | M LAS VEGAS MONORAIL |  |
| Registration Number: | 5105601 | M LAS VEGAS MONORAIL |  |
| Registration Number: | 5105600 | M LAS VEGAS MONORAIL |  |
| Registration Number: | 5105599 | M LAS VEGAS MONORAIL |  |
| Registration Number: | 3458515 | LAS VEGAS MONORAIL   |  |
| Registration Number: | 3458514 | LAS VEGAS MONORAIL   |  |
| Registration Number: | 2790286 | LAS VEGAS MONORAIL   |  |

# **CORRESPONDENCE DATA**

Fax Number: 7023828135

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: 7023822101

Email: dntrademarkdocket@bhfs.com

Lindsey A. Williams **Correspondent Name:** 

Address Line 1: 100 N. City Pkwy., Suite 1600 Address Line 4: Las Vegas, NEVADA 89106

| NAME OF SUBMITTER: | Lindsey A. Williams   |  |
|--------------------|-----------------------|--|
| SIGNATURE:         | /Lindsey A. Williams/ |  |

**TRADEMARK REEL: 007957 FRAME: 0733** 

900747415

| DATE SIGNED:  | 02/01/2023 |  |
|---|------------|--|
| Total Attachments: 4  |            |  |
| source=Trademark Assignment - Las Vegas Monorail Co. to LVCVA#page1.tif |            |  |
| source=Trademark Assignment - Las Vegas Monorail Co. to LVCVA#page2.tif |            |  |
| source=Trademark Assignment - Las Vegas Monorail Co. to LVCVA#page3.tif |            |  |
| source=Trademark Assignment - Las Vegas Monorail Co. to LVCVA#page4.tif |            |  |

TRADEMARK REEL: 007957 FRAME: 0734

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Assignment</u>") is made effective (<u>COLOMINAL</u>), 2022 (the "<u>Effective Date</u>") by and between the Las Vegas Monorail Company, a Nevada corporation ("<u>Assignor</u>"), and the Las Vegas Convention and Visitors Authority, a Nevada state agency at 3150 Paradise Road, Las Vegas, Nevada 89109 ("<u>Assignee</u>").

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademarks set forth on the attached <u>Schedule A</u>, as well as all goodwill of the business symbolized thereby and associated therewith (the "<u>Trademarks</u>"); and

WHEREAS, Assignor desires to assign its entire right, title and interest in and to such Trademarks, and Assignee desires to acquire Assignor's entire right, title and interest in and to such Trademarks, on the terms of this Assignment.

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

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following:
- a) the Trademarks and all intellectual property rights associated therewith, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world, all registrations and applications for registration of such trademarks, including intent-to-use trademark applications, issuances, extensions and renewals of such registrations and applications, and similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;
- all right of any kind whatsoever of 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 claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Actions</u>. To vest the Trademarks in Assignee and its successors and permitted assigns, Assignor will, and will cause its affiliates, successors and permitted assigns to, (a) execute and deliver such additional instruments of transfer and conveyance and other

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documents reasonably requested by Assignee and (b) take such other actions reasonably requested by Assignee.

- 3. <u>Counterparts.</u> This Assignment may be executed in one or more counterparts each of which, when executed, will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same instrument. 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.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows.]

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The undersigned have executed this Assignment as of the date first written above.

# ASSIGNOR

Las Vegas Monorail Company

By: Virginia Valentine9/7/2022

Name: Virginia Valentine

Title: President/CEO

# ASSIGNEE

Las Vegas Convention and Visitors Authority

By: 9/13/2022
Name: Ed Finger

Title: Chief Financial Officer

Signature Page - Trademark Assignment

# Schedule A Trademarks

| Mark                              | Reg. No.  | Reg. Date         |
|-----------------------------------|-----------|-------------------|
| M LAS VEGAS MONORAIL (and Design) | 5,138,049 | February 7, 2017  |
| M LAS VEGAS MONORAIL (and Design) | 5,105,602 | December 20, 2016 |
| M LAS VEGAS MONORAIL (and Design) | 5,105,601 | December 20, 2016 |
| M LAS VEGAS MONORAIL (and Design) | 5,105,600 | December 20, 2016 |
| M LAS VEGAS MONORAIL (and Design) | 5,105,599 | December 20, 2016 |
| LAS VEGAS MONORAIL (and Design)   | 3,458,515 | July 1, 2008      |
| LAS VEGAS MONORAIL (and Design)   | 3,458,514 | July 1, 2008      |
| LAS VEGAS MONORAIL                | 2,790,286 | December 9, 2003  |

Schedule A - Trademark Assignment

TRADEMARK REEL: 007957 FRAME: 0738

**RECORDED: 02/01/2023**