### 900753271 02/27/2023

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM789977 Stylesheet Version v1.2

SUBMISSION TYPE: RESUBMISSION

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

RESUBMIT DOCUMENT ID: 900750552

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dominion Capital LLC		12/08/2021	Limited Liability Company: CONNECTICUT

#### **RECEIVING PARTY DATA**

Name:	DC Skipper IP SPV LLC
Street Address:	256 W 38th St, 15th FL
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	86845271	SKIPPER	

### **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: 7185782440
Email: spencer@jolaw.co

Correspondent Name: Jonathan Spencer Bloom
Address Line 1: 433 Plaza Real, Suite 275
Address Line 4: Boca Raton, FLORIDA 33432

NAME OF SUBMITTER:

J. Spencer Bloom

SIGNATURE:

/J. Spencer Bloom/

DATE SIGNED:

02/27/2023

**Total Attachments: 3** 

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TRADEMARK 900753271 REEL: 007984 FRAME: 0441

#### TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made by and between Dominion Capital LLC, a Connecticut limited liability company ("Assignor"), and DC Skipper IP SPV LLC, a Delaware limited liability company ("Assignee") and effective as of the date last signed below (the "Effective Date").

WHEREAS, pursuant to the Assignment of Intellectual Property ("Assignment Agreement") dated August 23, 2018 by and among Assignor and Drew McManigle, as assignee for the benefit of creditors of Jetaport, Inc. ("Jetaport"), Jetaport transferred certain of its assets to Assignor ("Jetaport Assets").

WHEREAS, pursuant to that certain Contribution Agreement dated as of December 8, 2021 by and between Assignor and Assignee ("Contribution Agreement"), Assignor (a) assigned and transferred to Assignee certain of the Jetaport Assets, and (b) agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, parties hereto agree as follows:

- 1. **Assignment**. Assignor hereby assigns and transfers, to the extent transferrable by law, to Assignee all of the Assignor's rights, title, interests and remedies to all the following to the extent constituting Jetaport Assets (collectively, "**Assigned Marks**"): all
  - (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers and, in each case, all goodwill associated therewith, all registrations (including the registrations set forth on Schedule 1 hereto) and recordations thereof and all applications in connection therewith and all goodwill of the business connected with the use of and symbolized by, each such identifier;
  - (b) renewals and extensions of any of the foregoing; and
  - (c) income, royalties, proceeds and liabilities at any time due or payable or asserted under or with respect to any of the foregoing or otherwise with respect to any of the foregoing, including all rights to sue or recover at law or in equity for any past, present or future infringement, dilution, violation or other impairment thereof.
- 2. **Recordation and Further Actions**. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.
- 3. **Terms of the Contribution Agreement**. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Contribution Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Marks. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
- 4. **Counterparts**. This Assignment may be executed (i) in one or more partially or fully executed counterparts, each of which will be deemed an original and will bind the signatory, but all of which together will constitute the same instrument, and (ii) by electronic means, PDF, or facsimile. The execution and delivery of a counterpart signature page hereto by any party hereto who will have been furnished the final form of this Assignment will constitute the execution and delivery of this Assignment by such party.
- 5. **Governing Law**. This Assignment shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with New York state law without regard to the conflict of law principles thereof.

[Signature page follows.]

TRADEMARK REEL: 007984 FRAME: 0442 IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment, effective as of the date written below.

DOMINION CAPTIAL LLC

Name: Mikhail Gurevich Title: Authorized Signatory

Acknowledgement of Assignor

State of New York )ss.:

County of New York)

On the 8th day of December in the year 2021, before me, the undersigned notary public, personally appeared Mikhail Gurevich, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

<u>692.0gxi )</u> Notary Public

Thierry Valat De Cordova Notary Public, State of New York Reg. No. 02VA6394679 Qualified in New York County Commission Expires **07/08/2**023

## SCHEDULE 1 to TRADEMARK ASSIGNMENT AGREEMENT

# **SERVICE MARK REGISTRATIONS**

Mark	Serial No.	Filing Date	Registration No.	Registration Date
SKIPPER	86845271	Dec. 10, 2015	5157393	Mar. 07, 2017

TRADEMARK REEL: 007984 FRAME: 0444

**RECORDED: 02/15/2023**