900457117 07/05/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM480649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	10/21/2016	· · · · · · · · · · · · · · · · · · ·	
		V	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
OP Canopy Owner LLC		07/02/2018	Corporation:	
DECEWARC DARTY DATA		₹.	UC: Colorado	

RECEIVING PARTY DATA

Name:	Canopy Airport Parking, LLC	
Street Address:	One Union Place	
City:	Hartford	
State/Country:	CONNECTICUT	
Postal Code:	06103	
Entity Type: U	Gerperation: COLORADO	

PROPERTY NUMBERS Total: 2

Property Type Number		Number	Word Mark		
	Registration Number:	4282104	CANOPY AIRPORT PARKING		
	Registration Number:	4262797	CANOPY AIRPORT PARKING		

CORRESPONDENCE DATA

Fax Number:

8602490203

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:

860-266-1779

Email:

trademark@wasserbauerlaw.com

Correspondent Name:

Damian Wasserbauer

Address Line 1:

220 Albany Turnpike

Address Line 2:

Suite 112

Address Line 4:

CANTON, CONNECTICUT 06062

NAME OF SUBMITTER:	Damian Wasserbauer
SIGNATURE:	/Damian Wasserbauer/
DATE SIGNED:	07/05/2018
Total Attachments C	

Total Attachments: 3

source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif

REEL: 006411 FRAME: 0679

TRADEMARK

900457117

TRADEMARK ASSIGNMENT

This Trademark Assignment nunc pro tunc and corrective assignment (the "Assignment") is entered into this 21st day of October, 2016 (the "Effective Date") by and between OP CANOPY OWNER LLC, a Colorado limited liability company having it principal place of business at One Union Place, Hartford, CT, 06103 ("Assignor") CANOPY AIRPORT PARKING, LLC (CO ID#20131603121), a Colorado Limited Liability Company, having it principal place of business at One Union Place, Hartford, CT, 06103 ("Assignee").

- A. WHEREAS, Assignor owns the entire right, title and interest in and to certain U.S. and foreign trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office and foreign trademark applications, as listed in attached Exhibit A "CANOPY AIRPORT PARKING" (collectively the "Mark");
- B. WHEREAS, Assignor's Marks were filed May 23, 2012 in the name of the operating owner OP CANOPY OWNER LLC and on or about Oct. 22, 2013 effectuated a name change to to Canopy Airport Parking, LLC. Assignor makes this corrective assignment with Assignee effective for any trademarks, which transaction as to the trademark assets is codified in this assignment nunc pro tunc effective as of at least Oct. 22, 2103; and
- C. WHEREAS Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

- Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.
- 2. Assignor represents and warrants that:
 - (a) Assignor owns the entire right, title and interest in and to the Marks;
 - (b) all registrations for the Marks are currently valid and subsisting and in full force and effect;
 - (c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or service mark rights with respect to the Marks to any other person or entity;
 - (d) there are no liens or security interests against the Marks;
 - (e) Assignor has all authority necessary to enter into this Assignment and the execution and delivery of this Assignment has been duly and validly authorized; and
 - (f) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other Assignment to which Assignor is a party or provision of Assignor's Certificate of Incorporation or By-laws.
- 3. Assignor shall execute and deliver to Assignee this Trademark Assignment. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to

TRADEMARK REEL: 006411 FRAME: 0680 the Marks and any and all federal and state trademark registrations thereof or applications therefore.

Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

- 4. Within 15 days of the execution of this Assignment, Assignee will pay Assignor the sum of \$10.
- 5. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Marks.
- 6. This Assignment shall be binding on and shall inure to the benefit of the parties to this agreement and their successors and assigns, if any.
- 7. Miscellaneous.
 - (a) This Trademark Assignment, Exhibit A, constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter.
 - (b) This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Connecticut, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Connecticut. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Assignment may be heard and determined in any of such courts.
 - (c) This Assignment may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Assignment shall constitute a fully-executed Assignment.
 - (d) Any provision of this Assignment that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the day and year above written.

Assignee:	Assignor:
By	BY:
Print Name: <u>JOHN SCHMID</u>	Print Name: JOHN SCHMID
Title: Member. Canopy Airport Parking LLC	Title: Member, OP Canopy Owner LLC
State of Connecticut)	
) ss:	
County of Hartford)	
On this \(\sum \) day of \(\sum \), 2018, before me personally appeared John Schmid to me personally known, and known to me to be the person who signed the foregoing assignment, and acknowledge the signing of same as his free act and deed.	
1 00 00 00 00 00 00 00 00 00 00 00 00 00	N M O'CONNOR iblic, State of Connecticus ission Expires July \$1, 2022

EXHIBIT A

Serial No.	Country	Title/Mark	FILE DATE	REG. No.	REG. DATE
85633346	US	CANOPY	May 23, 2012	4262797	Dec. 18, 2012
		AIRPORT			
	5	PARKING	na prima di mali la palitana e moderne la competita de la competita de la competita de la competita de la comp	rasentro II and companyo si visa (Paris Subbellina) Februari	
85633364	US	DESIGN +	May 23, 2012	4282104	Jan. 29, 2013
		CANOPY			
		AIRPORT			
,	and a supplementary of the sup	PARKING	er filosof enteres deles entales menhans eller som som eller en geller en en siste skreven.	. com transference de come a come como e e e e e e e e e e e e e e e e e e	via essage septembritaring ing ing project a septembritan 1969-196

TRADEMARK REEL: 006411 FRAME: 0682

RECORDED: 07/05/2018