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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM490612

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sunnycrest B&B, Inc.		01/01/2016	Corporation: COLORADO

# **RECEIVING PARTY DATA**

Name:	Xstriva, LLC	
Street Address:	1745 Gunnison Avenue	
City:	Delta	
State/Country:	COLORADO	
Postal Code:	81416	
Entity Type:	Limited Liability Company: COLORADO	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4777334	AMARNAKOTE

# **CORRESPONDENCE DATA**

**Fax Number:** 6172359493

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:** 6179517790

**Email:** ronald.duvernay@ropesgray.com

Correspondent Name: Ronald M. Duvernay

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	HIGM-076-008	
NAME OF SUBMITTER:	Ronald M. Duvernay	
SIGNATURE:	/r duvernay/	
DATE SIGNED:	09/19/2018	

# **Total Attachments: 4**

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TRADEMARK REEL: 006441 FRAME: 0113

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is made and delivered effective January 1, 2016 ("<u>Effective Date</u>"), by Sunnycrest B&B, Inc., doing business as The Amarna Corporation, a Colorado corporation ("<u>Assignor</u>") in favor of Xstriva, LLC, a Colorado limited liability company ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of January 1, 2016, by and among Assignor and Assignee, Assignor has agreed to assign, transfer, deliver and convey to Assignee, and Assignee has agreed to receive from Assignor, all right, title and interest of every kind and nature in and to the trademarks and trade names listed on Schedule A hereto (including all associated goodwill represented by such trademarks and trade names) (collectively, the "Trademarks"); and

WHEREAS, the parties hereto desire to effect the consummation of the assignment, transfer, delivery and conveyance to the Assignee of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Assignor does hereby agree with the Assignee as follows:

- 1. Capitalized terms used but not defined herein have the meanings set forth in the Purchase Agreement.
- 2. Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all rights, title and interests in and to the Trademarks, including all common law rights, together with the goodwill of the acquired assets in connection with which the Trademarks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter related to any of the foregoing, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.
- 3. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Trademarks and register any and all trademarks granted thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.
- 4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature pages follow]

TRADEMARK REEL: 006441 FRAME: 0114 IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed on their behalf as of the date first written above.

ASSIGNOR:

SUNNYCREST B&B, INC.

By John P. Starr
Title: President

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be duly executed on their behalf as of the date first written above.

ASSIGNEE:

XSTRIVA, LLC

Name: Joshua Paul Starr

Title: Vice President and General Manager

# SCHEDULE A Trademarks and Trademark Applications

Trademark	App. No. / Date Reg. No. / Date
AMARNAKOTE AMARNAKOTE	86535949 / February 16, 2015 4777334 / July 21, 2015

 $[Schedule\ A]$ 

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**RECORDED: 09/19/2018** 

TRADEMARK REEL: 006441 FRAME: 0117