

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeffrey Gerardi DBA ProEst		08/20/2019	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	ProEst, Inc.		
Street Address:	16870 W. Bernardo Drive, Suite 340		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92127		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4484617	PROEST	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6199065632		
Email:	pamela.lawson@procopio.com		
Correspondent Name:	Rosie H. Kim - Procopio, et al.		
Address Line 1:	525 B Street, Suite 2200		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Rosie H. Kim		
SIGNATURE:	/Rosie H. Kim/		
DATE SIGNED:	09/19/2019		
Total Attachments: 3			
source=Trademark Assignment re RN 4484617 re PROEST LOGO#page1.tif			
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source=Trademark Assignment re RN 4484617 re PROEST LOGO#page3.tif			

OP \$40.00 4484617

ASSIGNMENT OF TRADEMARK

This Trademark Assignment Agreement (the "Agreement") is entered into on 8/20/19 (the "Effective Date") by and between Jeffrey David Gerardi DBA ProEst, an Individual having an address of 9936 W. Bernardo Dr. San Diego, CA 92127 ("Assignor"), and ProEst, Inc., a California Corporation having an address of 16870 W. Bernardo Drive, Suite 340, San Diego, California 92127 ("Assignee").

WHEREAS, Assignor owns the entire right, title and interest in and to the trademarks listed in attached Exhibit A (collectively the "Marks");

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 together with all the goodwill of the business symbolized thereby 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 the parties, 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.

Assignor hereby agree to assist Assignee in any reasonable manner to perfect Assignee's right, title and interest in and to the Marks in the U.S. or any other country, including, without limitation, complying with all reasonable requests and instructions and any requests for documentation required by the United States or a foreign Trademark Office, and promptly executing and delivering all documents requested by Assignee and required by any Trademark Office. Assignor further agrees to cooperate with Assignee to accomplish the filing. In the event that Assignee is unable for any reason whatsoever to of all instruments of transfer for the Trademark in each jurisdiction secure Assignor's signature to any document when so required to effectuate fully this Assignment, Assignor hereby irrevocably designate and appoint Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorney-in-fact to act for and on his behalf and instead of it, to execute and file any such document 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.

This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

Nothing in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between Assignor and Assignee. Except as specified herein, neither party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of the other party hereto.

The rights and liabilities of the parties arising out of or relating to this agreement will be governed by the laws of the state of California. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award of the arbitrator(s) shall be accompanied by a reasoned opinion.

This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

Assignor and Assignee agree that the present written Agreement supersedes all prior agreements between Assignor and Assignee relating to the Marks.

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

DATED: 8-20, 2019

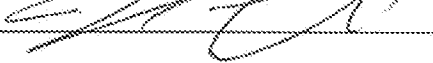
DATED: 8-20, 2019

ASSIGNOR:

ASSIGNEE:

Jeffrey David Gerardi DBA ProEst,
an Individual

ProEst, Inc.
a California Corporation

By: 

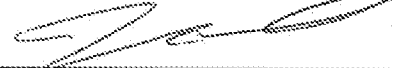
By: 
Name: Jeffrey David Gerardi
Title: President

EXHIBIT A

REGISTERED MARKS

U.S. Trademark Registration No. 4484617 for the mark shown below for use in connection with “accounting software for use in the construction industry for contract bidding and job accounting” in Class 009.

ProEst

UNREGISTERED MARKS

Word Mark “ProEst” for use in connection with “accounting software for use in the construction industry for contract bidding and job accounting” in Class 009.

