900656941 11/17/2021

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM688739

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
RESUBMIT DOCUMENT ID:	900646987	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZODIAC INTERNATIONAL		08/30/2021	Corporation: FRANCE

RECEIVING PARTY DATA

Name:	ZPES HOLDING	
Street Address:	ZA de la Balme	
City:	Belberaud	
State/Country:	FRANCE	
Postal Code:	31450	
Entity Type:	Corporation: FRANCE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4854949	ZODIAC ACADEMY

CORRESPONDENCE DATA

Fax Number: 9498519348

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: 949-851-0633

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Correspondent Name: Sarah E. Bro

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Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 088114-0099

DOMESTIC REPRESENTATIVE

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NAME OF SUBMITTER: Sarah E. Bro

TRADEMARK 900656941 REEL: 007488 FRAME: 0346

CICNATURE			
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	11/17/2021		
Total Attachments: 5			
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UNITED STATES PATENT AND TRADEMARK OFFICE

Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office

October 20, 2021

PTAS

SARAH E. BRO MCDERMOTT WILL & EMERY LLP 18565 JAMBOREE ROAD, SUITE 250 IRVINE, CA 92612



900646987

United States Patent and Trademark Office Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060(a).

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Friday**, **November 19**, **2021**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at http://etas.uspto.gov, click the Start Resubmission button and enter the following information:

Document ID: 900646987

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To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

LAZENA MARTIN
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

P.O. Box 1450, Alexandria, Virginia 22313-1450 - WWW.USPTO.GOV TRADEMARK

REEL: 007488 FRAME: 0348

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM678245

Stylesheet Version v1.2

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ZODIAC INTERNATIONAL		08/30/2021	Corporation: FRANCE

RECEIVING PARTY DATA

Name:	ZPES HOLDING		
Street Address:	ZA de la Balme		
City:	Belberaud		
State/Country:	FRANCE		
Postal Code:	31450		
Entity Type:	Corporation: FRANCE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4854949	ZODIAC ACADEMY

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-851-0633

Email: IPDocketOrangeCounty@mwe.com, sbro@mwe.com,

kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com

Correspondent Name: Sarah E. Bro

Address Line 1: McDermott Will & Emery LLP Address Line 2: 18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 088114-0099

DOMESTIC REPRESENTATIVE

Name: Sarah E. Bro

McDermott Will & Emery Address Line 1:

Address Line 2: 18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/

TRADEMARK **REEL: 007488 FRAME: 0349**

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment") is effective as of August 30, 2021, by and between Zodiac International, a corporation organized under the laws of France ("Assignor"), and ZPES Holding, a corporation organized under the laws of France, located at ZA dc la Balme, Belberaud, France 31450 ("Assignor").

RECITALS

- A Assignor is the owner of the trademark set forth on <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (collectively referred to as the "<u>Mark</u>");
- B. Assignor has agreed to transfer all of its right, title and interest in and to the Mark to Assignce; and
- C Assignor desires to assign all of its right, title and interest in and to the Mark to Assignee, and Assignee desires to acquire the Mark.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- Assignor does hereby assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business that is ongoing and existing to which the Mark pertains, and all common law rights, registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for Assignce's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. Assignor bereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment.
- No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by writte of any prior or subsequent such occurrence.

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REEL: 007488 FRAME: 0350

4. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:	ASSIGNEE:
Zodiac International	ZPES Holding
Ву	By
Name: Stéphane Figueroa	Name: Stephane Figueroa
Title: President	Title: President

Schedule A

Mark

	U.S. Registration No.	Registration Date
ZODIAC ACADEMY	4854949	November 17, 2015

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TRADEMARK REEL: 007488 FRAME: 0352

RECORDED: 09/30/2021