

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TODD LEAVERTON		05/10/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	TOLEMAR, LLC		
Street Address:	5221 OCEANUS DR.		
City:	HUNTINGTON BEACH		
State/Country:	CALIFORNIA		
Postal Code:	92649		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90782666		
Serial Number:	90782697		
CORRESPONDENCE DATA			
Fax Number:	9497254100		
<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:	9497254043		
Email:	amina@stradlinglaw.com		
Correspondent Name:	Arnold V Mina		
Address Line 1:	Stradling Yocca Carlson & Rauth		
Address Line 2:	660 Newport Center Drive, Suite 1600		
Address Line 4:	Newport Beach, CALIFORNIA 92660		
ATTORNEY DOCKET NUMBER:	106975-0003		
NAME OF SUBMITTER:	Arnold V Mina		
SIGNATURE:	/Arnold V Mina/		
DATE SIGNED:	05/10/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This ASSIGNMENT (the “Assignment”) is made effective as of the 10th day of May, 2022 (the “Effectivity Date”), by and between Todd Leaverton, (“*Assignor*” or “*Seller*”), and Tolemar, LLC, a Delaware limited liability company, having a place of business at 5221 Oceanus Drive, Huntington Beach, CA 92649 (“*Assignee*” or “*Buyer*”).

WHEREAS, Assignor and Assignee are parties to that certain Bill of Sale and Assignment and Assumption Agreement dated May 10, 2022 (the “Agreement”), pursuant to which Seller has agreed to assign rights to certain intellectual property assets to Buyer;

WHEREAS, Assignor is the record owner of the U.S. trademarks set forth on Schedule A attached hereto and made a part hereof, including all common law rights thereto (the “*Trademarks*”), and the goodwill of the business symbolized thereby (together with the Trademarks, the “*Assigned Property*”).

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

1. Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Assigned Property, free and clear of any liens, charges and encumbrances, including, without limitation, licenses and covenants by Assignor not to sue third persons, and Assignor hereby assigns to Assignee, its successors and assigns, their entire right, title and interest in and to the Trademarks, and all rights and privileges pertaining to said Trademarks in conformance with 15 U.S.C. §1060; 37 C.F.R. §3.16, together with the goodwill of the business symbolized by the Trademarks, including all income, royalties, damages, and payments now or hereafter due or receivable in respect of the Trademarks, and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringements, misappropriations, or dilutions of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

2. The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

3. And for the above-named consideration, Assignor does hereby agree to, at the request of the Assignee, execute any and all papers and documents and do all other and further lawful acts that the Assignee may deem necessary or desirable to perfect and vest in the Assignee the entire right, title and interest in the intellectual property being assigned.

SIGNATURE PAGE FOLLOWS

ASSIGNOR:

TODD LEAVERTON



ASSIGNEE:

TOLEMAR, LLC

By: Eric Ison

Name: Eric Ison

Title: Chief Executive Officer

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