## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM756683

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
SMR Revocable trust u/a/d 12/12/13		07/22/2022	Trust: NEW YORK

## **RECEIVING PARTY DATA**

Name:	RSE VENTURES, LLC	
Street Address:	423 W 55th Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10019	
Entity Type:	Corporation: NEW YORK	

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	90447147	HEALTHE AIR
Serial Number:	90116485	HEALTHE222
Serial Number:	90318080	WAND PRO

## **CORRESPONDENCE DATA**

Fax Number: 4154894150

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: 4154894100

Email: lhernandez@vierramagen.com **Correspondent Name:** VIERRA MAGEN MARCUS LLP Address Line 1: 2001 Junipero Serra Blvd, Suite 515 Address Line 4: Daly City, CALIFORNIA 94014-3888

ATTORNEY DOCKET NUMBER:	PRST-2000-2001-2002
NAME OF SUBMITTER:	Burt Magen
SIGNATURE:	/BURT MAGEN/
DATE SIGNED:	09/21/2022

**Total Attachments: 3** 

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TRADEMARK
REEL: 007853 FRAME: 0217

#### TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of July 22, 2022 between SMR Revocable Trust u/a/d 12/12/13 (hereinafter "Assignor") and RSE Ventures, LLC, a Delaware limited liability company (hereinafter "Assignee"). Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties."

WHEREAS, Assignor is the owner of all right, title and interest in the trademarks and trademark applications listed in Attachment A ("Assigned Trademarks"), and the goodwill of any business connected with or symbolized by the Assigned Trademarks;

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Assigned Trademarks, and Assignor wishes to assign such right, title and interest in and to such Assigned Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration acknowledged by the Assignor to have been received in full from the Assignee:

- 1. Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee, and Assignee's successors, legal representatives and assigns, the entire right, title and interest in and to the Assigned Trademarks, the goodwill of any business connected with or symbolized by the Assigned Trademarks, all income, payments or royalties payable to the Assignor for the Assigned Trademarks, and the right to sue for and all claims for damages, profits or other recovery resulting from infringement, including past infringement, of any of the Assigned Trademarks
- 2. Assignor further agrees to execute and cause to be executed such additional instruments as may be necessary or desirable to confirm the transfer of rights as herein contemplated, to record the transfer of rights in the United States and throughout the world, and to permit Assignee, and Assignee's successors, legal representatives and assigns to enforce the Assigned Trademarks.
- 3. Assignor represents that it is the sole owner of the Assigned Trademarks and has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.
- 4. Except as stated in paragraph 3 of this Trademark Assignment, the Assigned Trademarks are being transferred and assigned without any warranty or representation of any kind, and none shall be implied at law or in equity. ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT THE ASSIGNED TRADEMARKS ARES BEING CONVEYED AND TRANSFERRED TO ASSIGNEE ON AN "AS-IS, WHERE-IS" BASIS AND "WITH ALL FAULTS.
- 5. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the United States of America and the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code.

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6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed counterpart of this Trademark Assignment.

Assignor and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives.

SMR Revocable Trust u/a/d 12/12/13

DocuSigned by:

Stephen M. Ross, Trustee

RSE Ventures, LLC,

Ry: MA29D1D97748C4A5.

Matt Higgins, Chief Executive Officer

# Attachment A

# U.S. Federal Trademark Registrations and Applications

Mark	Filing Date	Serial No.
HEALTHE AIR	1/4/2021	90/447,147
HEALTHE222	8/15/2020	90/116,485
WAND PRO	11/13/2020	90/318,080

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