

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4355693

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STEVE KELNHOFER	01/25/2017
RECEIVING PARTY DATA		
Name:	KELNHOFER ENTERPRISES III	
Street Address:	6331 EAST PLATTE AVE	
City:	COLORADO SPRINGS	
State/Country:	COLORADO	
Postal Code:	80915	
PROPERTY NUMBERS Total: 3		
Property Type	Number	
Patent Number:	D603033	
Patent Number:	D581506	
Patent Number:	D549313	
CORRESPONDENCE DATA		
Fax Number:	(719)358-2561	
<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>		
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Email:	SU@MARTENSENIP.COM	
Correspondent Name:	MARTENSEN IP	
Address Line 1:	30 E KIOWA STREET	
Address Line 2:	SUITE 101	
Address Line 4:	COLORADO SPRINGS, COLORADO 80903	
ATTORNEY DOCKET NUMBER:	7TH FLOOR ASSIGNMENT	
NAME OF SUBMITTER:	MICHAEL C. MARTENSEN	
SIGNATURE:	/Michael C. Martensen, Reg No 46901/	
DATE SIGNED:	04/06/2017	
Total Attachments: 2		
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FILE

TRADEMARK AND PATENT ASSIGNMENT

THIS AGREEMENT is entered into this 25th day of August, 2017 by and between Steve Kelsch/et. an individual residing at 2058 Parkside Ridge Ct., Colorado Springs, CO 80921 (Seller) and Kelsch/et Enterprises, III, a limited liability company with offices at 6331 East Platte Ave., Colorado Springs, Colorado 80915 (Buyer).

WITNESSETH:

WHEREAS Seller is the sole and exclusive owner of the trademark applications and associated registrations for the marks identified more fully in the attached Schedule A (the "Trademarks and Patents"), and further is the sole and exclusive owner of all business goodwill related therewith; and

WHEREAS Buyer desires to acquire all rights, title, and interest in and to the Trademarks and Patents and all business goodwill related therewith;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Assignment: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- a.) the trademark registrations and trademark applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof;
- b.) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c.) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d.) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Assignment: For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "Assigned Patents"):

- a.) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents");
- b.) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c.) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- d.) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark and Patent Assignment upon request by Buyer.

Counterparts. This Trademark and Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark and Patent 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 signed copy of this Trademark and Patent Assignment.

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

Governing Law. This Trademark and Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark and Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

IN WITNESS WHEREOF, this Assignment has been duly executed on the day and year first above written.


Steve Kelghofer

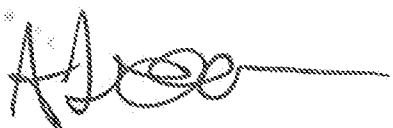
1-25-17
Date

Sworn and subscribed to before me this 25 th day of January, 2017, _____ Notary Public

SCHEDULE A

United States Trademark Registration Number 4,297,362 for the Trademark Elev8
United States Trademark Registration Number 4,022,662 for the Trademark Dime Bags
United States Trademark Registration Number 4,022,625 for the Trademark LSV
United States Trademark Application Number 86/622,565 for the Trademark Elev8
United States Trademark Application Number 86/762,909 for the Trademark SideKick
United States Trademark Application Number 86/763,000 for the Trademark 8 (Stylized and Design)
United States Design Patent Registration Number D603,033 S1, entitled "Portable Herbal Vaporizer Base"
United States Design Patent Registration Number D581,506 S1, entitled "Herbal Vaporizer"
United States Design Patent Registration Number D549,313 S1, entitled "Herbal Vaporizer"

-----Last Item-----


Andrey Leon
1-25-17

