

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900333795

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mattern Enterprises, LLC		08/07/2015	LTD LIAB JT ST CO: CALIFORNIA

RECEIVING PARTY DATA

Limited Liability Company
/EJM/

Name:	Variance Technologies, LLC
Street Address:	318 N. Carson Street, #208
City:	Carson City
State/Country:	NEVADA
Postal Code:	89701
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	86686956	COR
Registration Number:	4347846	V
Registration Number:	4347845	VARO
Registration Number:	4343754	ARC
Serial Number:	86455439	CORE
Serial Number:	86468416	NOK
Serial Number:	86455442	SLUG

CORRESPONDENCE DATA

Phone: 9494785072
 Email: steve@schinkolaw.com
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.
 Correspondent Name: Steven C. Schinko, Esq.

TRADEMARK
 REEL: 005598 FRAME: 0323

Address Line 1:

23091 Arroyo Vista

Address Line 4:

Rancho Santa Marg., CALIFORNIA 92688

NAME OF SUBMITTER:	Erik J. Mattern
Signature:	/EJM/
Date:	08/14/2015

Total Attachments: 2

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RECEIPT INFORMATION

ETAS ID: TM351537

Receipt Date: 08/14/2015

ASSIGNMENT

WHEREAS, Mattern Enterprises, LLC, ("ME"), a California limited liability company, with an address of 23091 Arroyo Vista, Rancho Santa Margarita, CA 92688, is the owner of certain marks, including applications thereof, and/or common law marks (the "ME Intellectual Property").

WHEREAS, ME desires to transfer the ME Intellectual Property to Variance Technologies, LLC a Nevada limited liability company ("Assignee"), with an address of 318 N. Carson Street, #208, Carson City, NV 89701 said ME Intellectual Property including without limitation the intellectual property listed on Schedule A, any intellectual property rights that might be granted based on any applications included therein including: (a) the goodwill of the business relating to the products and services on which the marks are used and for which they are registered, (b) all income, royalties, and damages hereafter due or payable to Assignor with respect to the ME Intellectual Property, including without limitation, damages, and payments for past or future infringements and misappropriations of the marks, (c) all rights to sue for past, present and future infringement or misappropriations of the marks, and (d) all rights to prepare derivative marks, all goodwill and all other rights.

NOW, THEREFORE, for and in consideration of One United States Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ME assign to Assignee, all right, title and interest in and to said ME Intellectual Property as set forth herein ("Assigned Intellectual Property"); and ME hereby authorizes and request the Commissioner of Patents and Trademarks to issue all trademarks, or trademarks resulting from the ME Intellectual Property, insofar as their respective interest is concerned, to Assignee.

ME also assign to Assignee, all right, title and interest to the marks disclosed in said Assigned Intellectual Property throughout the world; and ME further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such right, title and interest in Assignee.

This Assignment shall be binding on the parties' successors, assigns and legal representatives.

ME:

Mattern Enterprises, LLC

By: Erik Mattern, its Managing Member

ASSIGNEE

Variance Technologies, LLC

By: Erik Mattern, its Managing Member

Dated: August 7, 2015

Dated: August 7, 2015

SCHEDULE A

1. "VARO" United States Patent and Trademark Office, Registration No. **4347845**.
2. "V" United States Patent and Trademark Office, Registration No. **4347846**.
3. "ARC" United States Patent and Trademark Office, Registration No. **4343754**.
4. "COR" United States Patent and Trademark Office, Serial No. **86686956**.
5. "SLUG" United States Patent and Trademark Office, Serial No. **86455442**.
6. "NOK" United States Patent and Trademark Office, Serial No. **86468416**.
7. "CORE" United States Patent and Trademark Office, Serial No. **86455439**.
8. "VELO" United States Patent and Trademark Office, Serial No. **85541998**.