# **JP \$240.00 4720740**

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM487434

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

#### **CONVEYING PARTY DATA**

Name	ne Formerly		Entity Type	
KPB LLC			Limited Liability Company: UNITED STATES	

#### **RECEIVING PARTY DATA**

Name:	EVERMORE PARK, LLC	
Street Address:	922 South State Street	
City:	Pleasant Grove	
State/Country:	UTAH	
Postal Code:	84062	
Entity Type:	Limited Liability Company: UNITED STATES	

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	4720740	EVERMORE
Registration Number:	5329899	EVERMORE
Serial Number:	86975422	EVERMORE ADVENTURE PARK
Serial Number:	86389789	EVERMORE
Serial Number:	87121601	EVERMORE GARDENS
Serial Number:	87636766	EVERMORE
Serial Number:	87647103	MYTHOS
Serial Number:	87647085	LORE
Serial Number:	87647057	AURORA

#### **CORRESPONDENCE DATA**

**Fax Number:** 8019354936

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:** 8019354935

**Email:** jlc@prwlawfirm.com

Correspondent Name: Phillips Ryther & Winchester

Address Line 1: 124 South 600 East

Address Line 4: Salt Lake City, UTAH 84102

NAME OF SUBMITTER: Jared L. Cherry

TRADEMARK REEL: 006422 FRAME: 0294

SIGNATURE:	Jared L. Cherry/	
DATE SIGNED:	08/24/2018	
Total Attachments: 3		

source=2018-08-24 Evermore Trademark Assignment from KPB#page1.tif source=2018-08-24 Evermore Trademark Assignment from KPB#page2.tif source=2018-08-24 Evermore Trademark Assignment from KPB#page3.tif

TRADEMARK REEL: 006422 FRAME: 0295

# TRADEMARK ASSIGNMENT

THIS ASSIGNMENT OF TRADEMARKS AND/OR SERVICE MARKS is made by KPB LLC, a Utah Limited Liability Company ("Assignor"), to Evermore Park, LLC, LLC, a Delaware Limited Liability Company ("Assignee").

## RECITALS

WHEREAS, Assignor is the exclusive owner of all right, title, and interest in the trademarks and associated federal trademark applications and trademark registrations set forth in Exhibit A (the "Marks"):

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest in the Marks in perpetuity;

# <u>ASSIGNMENT</u>

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to, and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, assisting Assignee in obtaining, perfecting, sustaining, and/or enforcing the Marks and

Page 1 of 3

TRADEMARK
REEL: 006422 FRAME: 0296

the assignment contemplated hereby. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as their agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted act to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successor, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to the principles of conflicts of laws thereof.

DATED this 15 day of August, 2018.

**ASSIGNOR** 

KPB, LLC

By: Ken Bretschneider

Title: Member

# Exhibit A

File No.	Jurisdiction	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
KPB0014	USA	EVERMORE	85/933,153	5/15/2013	4720740	4/14/2015
KPB0015	USA	EVERMORE	85/933,243	5/15/2013	5,329,899	11/7/2017
KPB0027.1	USA	EVERMORE ADVENTURE PARK	86/975,422	4/17/2014		
KPB0027.2	Madrid Protocol	EVERMORE ADVENTURE PARK	A0045408	9/30/2014	1,240,831	9/30/2014
KPB0027.2.1	Australia	EVERMORE ADVENTURE PARK	1,240,831	9/30/2014	1,685,001	9/21/2016
КРВ0027.2.2	China	EVERMORE ADVENTURE PARK	1,240,831	9/30/2014	1,240,831	9/30/2014
KPB0027.2.3	Europe	EVERMORE ADVENTURE PARK	1,240,831	9/30/2014	1,240,831	9/30/2014
KPB0027.2.7	Singapore	EVERMORE ADVENTURE PARK	1,240,831	9/30/2014	40201505626S	9/30/2014
KPB0027.3	Canada	EVERMORE ADVENTURE PARK	1,696,247	10/1/2014		
KPB0038	USA	EVERMORE AND DESIGN	86/389,789	9/9/2014		
KPB0076	USA	EVERMORE GARDENS	87/121,601	7/29/2016		
KPB0084	USA	EVERMORE	87/636,766	10/6/2017		
KPB0085	USA	MYTHOS	87/647,103	10/16/2017		
KPB0086	USA	LORE	87/647,085	10/16/2017		***************************************
KPB0087	USA	AURORA	87/647,057	10/16/2017		