

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM568817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ejam, Inc.		03/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ClearAir, LLC		
Street Address:	300 Spectrum Center Drive, Suite 1090		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Limited Liability Company: WYOMING		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5882431	CLEAR AIR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9494243875		
Email:	legal@lkmallari.com		
Correspondent Name:	Lorie K. Mallari		
Address Line 1:	600 B Street Suite 300		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Lorie K. Mallari		
SIGNATURE:	/lmallari/		
DATE SIGNED:	03/25/2020		
Total Attachments: 3			
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OP \$40.00 5882431

TRADEMARK ASSIGNMENT AGREEMENT

This **Trademark Assignment Agreement** is entered into freely by and between Ejam, Inc., a Delaware corporation with a principal place of business at 1501 Quail Street #110, Newport Beach, CA 92660 (“Assignor”), and ClearAir, LLC, a Wyoming limited liability company with a principal place of business at 300 Spectrum Center Drive, Suite 1090, Irvine, CA 92618 (“Assignee”) as of March 23, 2020 and is effective as of this date.

WHEREAS, Assignor has adopted and is the owner of the trademark registrations and applications thereof identified as follows:

CLEAR AIR + Design

Design Mark

U.S. Trademark Registration No. 5882431

Registered October 15, 2019

(the “Trademark”); and

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

NOW THEREFORE, the parties agree as follows:

- 1. Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill of the business symbolized by the Trademark, and all other rights), in and to the Trademark.
- 2. Consideration.** Assignor has given Assignee good and valuable consideration for the assignment.
- 3. Representation and Warranties.** Assignor represents and warrants to Assignee:
 - a.** Assignor has the right, power, and authority to enter into this Agreement;
 - b.** Assignor is the exclusive owner of all right, title, and interest, including all intellectual property rights, in the Trademark;
 - c.** The Trademark is free of any liens, security interests, encumbrances, or licenses;
 - d.** The Trademark does not infringe the rights of any person or entity;
 - e.** There are no claims, pending or threatened, with respect to Assignor’s rights in the Trademark;

f. Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement;

g. Assignor shall indemnify and hold Assignee harmless against any loss or expenses arising from breach of such warranties; and

h. This Agreement is valid, binding, and enforceable in accordance with its terms in all jurisdictions pertaining hereto.

4. Attorneys' Fees. Should either party hereto, or any heir, personal representative, successor, or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs (including all court costs) in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties, which explicitly adjoins itself to this Agreement.

7. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition as applied to other persons, places, and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

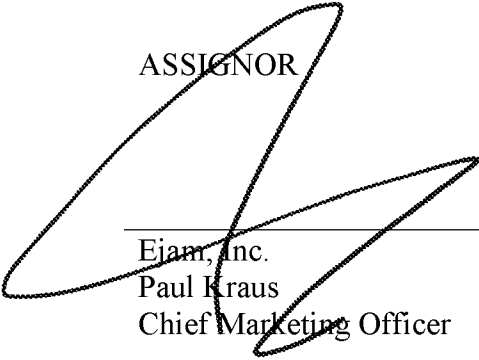
9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of California.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date above.

ASSIGNOR

ASSIGNEE



Ejam, Inc.
Paul Kraus
Chief Marketing Officer



ClearAir, LLC
Paul Kraus
Chief Marketing Officer