

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601526

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2020
RESUBMIT DOCUMENT ID:	900572192

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tempi LLC		09/30/2020	Corporation:

RECEIVING PARTY DATA

Name:	CSL Holdings, LLC
Street Address:	1739 Herbert Avenue
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84108
Entity Type:	Corporation: UTAH

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86833636	TEMPI

CORRESPONDENCE DATA

Fax Number:

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.

Email: contact@millerdupontgroup.com
Correspondent Name: Tempi LLC
Address Line 1: 8851 Renee Ford Road
Address Line 4: Stanfield, NORTH CAROLINA 28163

NAME OF SUBMITTER:	Igor Bayluk Miller
SIGNATURE:	/Igor Bayluk Miller/
DATE SIGNED:	10/07/2020

Total Attachments: 2

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

This *Nunc Pro Tunc* Assignment of Trademark Rights ("Assignment"), effective as of January 1, 2020 (the "Effective Date"), is made by and between Tempa LLC., a Wyoming corporation ("Assignor"), and CSL Holdings, LLC, a Utah corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, and all subsisting registrations and pending applications therefor, in the United States of America (the "Territory"), set forth in Schedule A hereto (the "Trademarks");

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory;

WHEREAS, Assignor is desirous of assigning to Assignee all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory; and,

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Tempa LLC., (a Wyoming corporation) and Assignee, CSL Holdings, LLC, (a Utah corporation), having an effective date of January 1, 2020, Assignee purchased and is therefore the successor of certain of Assignor's assets, including Assignor's entire right, title and interest in and to the Trademarks in the Territory, the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1 **Nunc Pro Tunc Assignment.** Assignor hereby assigns to Assignee, *nunc pro tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Trademarks in the Territory, and all subsisting registrations and pending applications therefor, as set forth on Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Trademarks in the Territory, and thus all goodwill of the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks in the Territory, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency in the Territory, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks in the Territory after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. Miscellaneous.

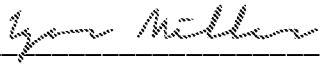
- a. At the reasonable request of Assignee, Assignor shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.
- b. This Assignment shall be governed by and interpreted exclusively in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions.
- c. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
- d. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

Signature follows

IN WITNESS WHEREOF, the undersigned has caused this Nunc Pro Tunc Assignment of Trademark Rights to be executed by a duly authorizer officer, as of the below date.

ASSIGNOR:

Tempi, LLC.



By: Igor Bayluk Miller
Its: Founder and Chief Executive Officer

Dated: 09/30/2020

State of Virginia

County of Fairfax

Subscribed and sworn before me by Igor Miller on
09/30/2020



Michael David Swayze
Electronic Notary Public



My Commission Expires 10/31/2023

My Commission Number is 7842565

Notarized online using audio-video communication