

08-24-1998



T

Docket No.:

019931.154

Tab settings

100798951

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

Leading Edge, Inc.

U.S. Patent & TMOfo/TM Mail Rcpt Dt #39



08-10-1998

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **Florida**
☐ Other

Additional names(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **May 27, 1998**

2. Name and address of receiving party(ies):

Name: **The Marley Company**

Internal Address:

Street Address: **2300 One First Union Center**

City: **Charlotte** State: **NC** ZIP: **28202**

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State **Delaware**
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/352058 75/482019

B. Trademark Registration No.(s)

1,307,924 1,193,395 1,807,324

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Francis M. Pinckney, Esq.**

Internal Address:

Kennedy Covington Lobdell & Hickman, L.L.P.

Street Address: **100 North Tryon Street, Suite 4200**

City: **Charlotte** State: **NC** ZIP: **28202**

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 3.41) \$ **\$365.00**

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

08/24/1998 INQUIRY 00000007 13079824

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
325.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Francis M. Pinckney

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

TRADEMARK

REEL: 1772 FRAME: 0543

Recordation Form Cover Sheet Page 2

Continuation of 4-B. Trademark Registration Nos.

1,656,181	1,193,395	1,657,037
1,654,271	1,615,590	1,703,086
1,588,920	1,246,980	1,944,006

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS is made this 27 day of MAY, 1998, by Leading Edge, Inc., a Florida corporation ("**Seller**"), the Gerald I. Bogage Revocable Trust and Gerald I. Bogage (collectively, "**Assignors**"), in favor of The Marley Company, Inc., a Delaware corporation ("**Assignee**").

WITNESSETH

WHEREAS, pursuant to the terms of an Agreement of Purchase and Sale of Assets dated as of MAY 27, 1998 (the "**Purchase Agreement**") by and between Assignors and Assignee, Assignee agreed to purchase substantially all of the assets of the industrial air curtain, air circulator and ceiling fan business of the Seller (the "**Business**");

WHEREAS, the tradenames and trademarks used by the Business (the "**Trademarks**"), including but not limited to those trademarks and tradenames listed on Schedule A attached hereto and made a part hereof, are an integral part of the Business assets being acquired by Assignee;

WHEREAS, Assignee's purchase of the Business is contingent upon receiving all of the Assignors' rights to the Trademarks;

WHEREAS, Assignors desire to assign all their right, title and interest in and to the Trademarks to Assignee, upon the terms and conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF the Agreement of Purchase and Sale and One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. Assignors do hereby sell, assign, transfer, set over and convey to Assignee, as of the date of this Agreement, all their right, title and interest in and to the Trademarks and any registrations and applications therefor together with the goodwill symbolized thereby and associated therewith and all rights to bring action for past or future infringements thereof, to be held and enjoyed by Assignee for its own use and for the use of its

successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignors if this transfer to Assignee had not been made.

2. Assignors hereby represent and warrant to Assignee that Assignors have not assigned or otherwise granted any party any right or interest in or to the Trademarks or any right to use any Trademarks.

3. This Agreement may not be amended, modified or extended except by written instrument signed by all the parties hereto.

4. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid or contrary to any existing or future law, such invalidity shall not impair the operation of this Agreement or affect those portions of this Agreement which are valid.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

[CORPORATE SEAL]


ATTEST:


Assistant Secretary

WITNESS:



WITNESS:



LE

LEADING EDGE, INC.

By: 

Its: 

GERALD I. BOGAGE REVOCABLE TRUST

By: 

Its: Trustee


GERALD I. BOGAGE

SCHEDULE A

List of Trademarks

<u>Description:</u>	<u>Docket #:</u>	<u>Registration #/Date:</u>
AG-Tech	T-5287	1,307,924 12/4/84
The Engineered Fan	T-5374	1,193,395 2/6/82
Environmental Air Curtains	T-5285	1,807,324 11/30/93
Heat Dropper	T-5282	1,656,181 9/10/91
Awesome	T-5375	1,193,395 2/23/82
The Factory Fan	T-5313	1,657,037 9/10/91
Hi-Tech	T-5281	1,654,271 8/20/91
Misc. Design (The Fly)	T-5280	1,615,590 10/2/90
Design with Airflow	T-5279	1,703,086 7/28/92
Leading Edge (Air Curtains)	T-5316	1,588,920 10/3/89
Leading Edge (Ceiling Fans)	T-5317	1,246,980 8/2/83

Leading Edge (Air Circulating Fan)
T-5318

1,944,006
12/26/95

Smart-Trac
T-5972

9/5/97 Ser. # 75/352058
(Pending)

The-Emission-Fan
By Leading Edge
T-6234

5/8/98 Ser. # 75/482019
(Pending)