# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Smart Tech, LLC		109/01/2005 1	LIMITED LIABILITY COMPANY: ALASKA
Roger Patch		09/01/2005	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Shurhold Industries, Inc.
Street Address:	3119 S.W. 42nd Avenue
City:	Palm City
State/Country:	FLORIDA
Postal Code:	34990-5558
Entity Type:	CORPORATION: FLORIDA

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2377407	MR. FUNNEL

### **CORRESPONDENCE DATA**

Fax Number: (561)659-6313

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (561) 653-5000

Email: mark.passler@akerman.com

Correspondent Name: Mark D. Passler Address Line 1: P.O. Box 3188

Address Line 4: West Palm Beach, FLORIDA 33402-3188

ATTORNEY DOCKET NUMBER:	8056-1
NAME OF SUBMITTER:	Mark D. Passler
Signature:	/Mark D. Passler/
o.g.nataro.	, main 211 distribution

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Date:	12/20/2005
Total Attachments: 1 source=Document#page1.tif	

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## ASSIGNMENT

WHEREAS, I, Roger Patch, a U.S. citizen, and my company Smart Tech, LLC, an Alaska limited liability company, both having an address of 23745 Immelman Circle, Chugiak, Alaska 99567 ("Assignor"), have certain trademark rights to the mark assigned U.S. Trademark Registration No. 2,377,407 for MR. FUNNEL ("the Trademark");

WHEREAS, Shurhold Industries, Inc., a Florida corporation having a principal address at 3119 S.W. 42<sup>nd</sup> Avenue, Palm City, Florida 34990-5558 (hereinafter "Assignee"), is desirous of acquiring Assignors' entire right, title and interest in the Trademark and all goodwill associated with the Trademark;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor sells, assigns and transfers to Assignee its entire respective right, title, and interest in, to and under the Trademark, and any resulting registrations therefor, together with that portion of the business to which the Trademark pertains, which business is existing and ongoing, and the goodwill connected therewith and symbolized by the Trademark in accordance with 15 U.S.C. §1060, and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including equitable and injunctive relief ensuing from infringement of the Trademark. Assignor represents and warrants that it has not transferred, assigned, conveyed, or granted a security interest in the Trademark to any third party.

Assignor agrees to execute and provide promptly after its execution hereof, such further instruments, documents or assignments as may be reasonably necessary to effectuate the purposes of this transaction and to consolidate, vest and record in Assignee rights in and to the Trademark.

Rv

Roger Patch

Date

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RECORDED: 12/20/2005

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