## 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
Mr. Funnel, Inc.		10/06/2011	CORPORATION: FLORIDA

## RECEIVING PARTY DATA

Name:	Hopkins Manufacturing Corporation
Street Address:	428 Peyton
City:	Emporia
State/Country:	KANSAS
Postal Code:	66801-1157
Entity Type:	CORPORATION: KANSAS

#### PROPERTY NUMBERS Total: 1

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

## CORRESPONDENCE DATA

Fax Number: (866)347-9614 Phone: (316) 267-6381

Email: abodecker@foulston.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Correspondent Name: Alicia E. Bodecker

Address Line 1: 1551 N. Waterfront Parkway, Ste. 100

Address Line 4: Wichita, KANSAS 67206

ATTORNEY DOCKET NUMBER:	034950-3
NAME OF SUBMITTER:	Alicia E. Bodecker
Signature:	/Alicia E.Bodecker/
Date:	10/07/2011

Total Attachments: 2

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TRADEMARK
REEL: 004638 FRAME: 0124

#### TRADEMARK ASSIGNMENT

WHEREAS, MR. FUNNEL, INC., a Florida corporation ("Assignor"), whose principal place of business is 3119 SW 42nd Ave. Palm City FL 34990, is the owner of the "MR. FUNNEL" mark, registered on August 15, 2000, on the Principal Register of the United States Patent and Trademark Office as Registration No. 2,377,407 (the "Mark" and the "Registration," respectively); and

WHEREAS, Assignor and Hopkins Manufacturing Corporation, a Kansas corporation ("Assignee"), whose principal place of business is 428 Peyton, Emporia, Kansas 66801-1157, have entered into a certain Asset Purchase and Sale Agreement dated October 6, 2011 (the "Purchase Agreement"), which requires, among other things, that Assignor assign to Assignee all of the right, title, and interest in and to the Mark and Registration.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of its right, title and interest in and to the said Mark, together with the goodwill of the business symbolized by the Mark, and the Registration thereof.

Furthermore, Assignor hereby assigns and transfers to said Assignee all income, royalties, damages and payments now or hereafter due or payable with respect to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Assignment.

There are no representations, warranties, or covenants hereunder except those representations, warranties, and covenants contained in the Purchase Agreement. Assignor will do all other further things necessary to effectuate the assignment, warranties, and covenants contained herein, and without additional compensation (other than reimbursement of actual out-of-pocket expenses necessarily incurred) will fully cooperate with Assignee in applying for and securing Assignee's rights in the Mark and Registration thereto in all legal jurisdictions in which Assignee seeks to protect such rights and secure such registration. Without limiting the generality of the foregoing: (a) Assignor will promptly execute and deliver all proper documents presented to Assignor for signature by Assignor to enable Assignee to secure such registration protection and to transfer legal title or other rights therein or thereunder, together with any registration or renewals that may be issued or granted thereon, to Assignee, including the certificate of registration issued for the Mark; and (b) Assignor will give such true information and testimony, under oath if requested, as may be requested of it by Assignee with respect to the same.

MR. FUNNEL, INC., a Florida corporation

Date: 10-6-17

Name: <u>Direcy Dev May=</u> Fitle: Vice Personeut

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# **ACKNOWLEDGEMENT**

STATE OF Flow da			
COUNTY OF	Palm	Beach	) ss: )

On this 6th day of October, 2011, before me appeared Favy Could, the of Mr. Funnel, Inc., the person who signed this Trademark Assignment, who acknowledged that he/she signed it as his/her free act on behalf the aforementioned corporation.

My Commission Expires:

**RECORDED: 10/07/2011** 

Notary Public

BRIAN W. BROAD
MY COMMISSION # DD 981632
EXPIRES: May 14, 2014
Bonded Thru Budget Notary Services