#### 900234122 09/21/2012

### 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
Karen Rodriguez		09/12/2012	INDIVIDUAL: UNITED STATES
Antonio Rodriguez		09/12/2012	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	It's A Lab Thing, LLC	
Street Address:	2940 Johnson Ferry Rd.	
Internal Address:	Suite B-265	
City:	Marietta	
State/Country:	GEORGIA	
Postal Code:	30062	
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number: 85666736		IT'S A LAB THING ALL LABRADORS. ALL DAY.

#### **CORRESPONDENCE DATA**

Fax Number:

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

via US Mail.

Phone: 7704101555

Email: pmorgan@briskinlaw.com

Correspondent Name: Peter E. Morgan
Address Line 1: 1001 Cambridge Sq.

Address Line 2: Ste. D

Address Line 4: Alpharetta, GEORGIA 30009

ATTORNEY DOCKET NUMBER:	23018-103
NAME OF SUBMITTER:	Peter E. Morgan
	TRADEMARK

**REEL: 004865 FRAME: 0473** 

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Signature:	/Peter E. Morgan/
Date:	09/21/2012
Total Attachments: 3 source=Rodriguez Assignments#page1.tif source=Rodriguez Assignments#page2.tif source=Rodriguez Assignments#page3.tif	

TRADEMARK REEL: 004865 FRAME: 0474

## ASSIGNMENT OF TRADEMARK: "IT'S A LAB THING ALL LABRADORS, ALL DAY, [and design]"

This Assignment of Trademark (the "Assignment") is made and entered into effective September 12, 2012 by and among Karen Rodriguez, an individual resident of the State of Georgia ("K. Rodriguez"), Antonio Rodriguez, an individual resident of the State of Georgia ("A. Rodriguez") (K. Rodriguez and A. Rodriguez hereafter collectively referred to as "Assignor"); and IT'S A LAB THING, LLC, a Georgia limited liability company (hereinafter "Assignee").

### WITNESSETH

WHEREAS, Assignor owns 100% of the interest in the trademark "IT'S A LAB THING ALL LABRADORS. ALL DAY. [and design]", (the "Trademark"); and

WHEREAS, application for registration of the Trademark on the Principal Register was made on July 2, 2012, and such application was assigned Serial Number 85666736; and

WHEREAS, Assignor and Assignee are parties to a Bill of Sale with an effective date of September 12, 2012 (the "Agreement"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, all Assignor's right title and interest, including, without limitation, all goodwill, in and to the Trademark, a true and accurate copy of which Agreement is attached hereto as Exhibit A and incorporated herein;

WHEREAS, Assignee is the successor to the entire business of the Assignor to which the Trademark pertains;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties do hereby agree, represent, warrant and stipulate as follows:

#### **SECTION 1. ASSIGNMENT**

Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademark, including, but not limited to, the above-identified application for registration of the Trademark, and all goodwill associated with the Trademark. This Assignment is made by Assignor to Assignee free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization. Assignee hereby accepts this assignment.

#### SECTION 2. EFFECT OF ASSIGNMENT

This Assignment is intended to be, and is, an absolute sale and assignment of all Assignor's right, title, and interest in and to the Trademark, including all goodwill associated therewith. This assignment is not executed as security in any respect. From and after the date of this Assignment, Assignee shall be the sole and lawful owner of the interest of Assignor in and to the Trademark and shall have all rights of Assignor in relation to the Trademark.

## SECTION 3. WARRANTY OF TITLE AND RIGHT TO CONVEY

Assignor represents and warrants that Assignor is the sole and absolute owner of the Trademark conveyed by Assignor in the Agreement, and Assignor has good and valid right to sell and convey the Trademark to Assignee.

## SECTION 4. FUTURE ASSURANCES

Assignor shall, upon the request of Assignee, execute and deliver such additional documents as may be necessary or convenient for the purpose of evidencing or perfecting any rights or interests arising under this Assignment.

IN WITNESS WHEREOF, the parties have executed or caused this Assignment to be executed under seal as of the day and year first above written.

ASSIGNOR:

Karen Rodriguez

Antonio Rodriguez

ASSIGNEE:

IT'S A LAB THING, LLC

Karen Rodriguez, Authorized Momber

# ASSIGNMENT OF TRADEMARK: "IT'S A LAB THING ALL LABRADORS. ALL DAY. [and design]"

### EXHIBIT A

### BILL OF SALE

KNOW THAT, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, paid cash in hand, the receipt and sufficiency of which is hereby acknowledged, Karen Rodriguez and Antonio Rodriguez (collectively hereafter "Seller") do hereby grant, sell, transfer, convey and assign to IT'S A LAB THING, LLC ("Purchaser") all Seller's right, title and interest, tangible and intangible, in and to the trademark "IT'S A LAB THING ALL LABRADORS. ALL DAY. [and design]" application for registration of which was made on July 2, 2012 and assigned Serial Number 85666736 (the "Trademark"), including, without limitation, any and all goodwill associated therewith.

TO HAVE AND TO HOLD, all and singular, the foregoing interest in the Trademark unto Purchaser and the successors and assigns of Purchaser forever. The Seller warrants that it is heretofore the lawful owner in every respect of all right, title and interest in and to the Trademark, and that the same is free and clear of any and all liens, security agreements, encumbrances, claims, demands, and charges of any kind and character whatsoever, except as specifically set forth in this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale to be effective as of September 12, 2012.

SELLER:

Karen Rodriguez

Antonio Rodriguez

**PURCHASER:** 

IT'S A LAB THING, LLC

By:

Karen Rodriguez, Authorized Member

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