## 900240116 12/03/2012

## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	12/07/2011	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
John Silvernale		11/21/2012	INDIVIDUAL: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Moab Industries, LLC	
Street Address:	661 N. Bearclaw	
City:	Prescott	
State/Country:	ARIZONA	
Postal Code:	86301	
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA	

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3912705	MOAB INDUSTRIES

## **CORRESPONDENCE DATA**

Fax Number: 3124740448

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

via US Mail.

Phone: 312-474-6300

Email: docket@marshallip.com
Correspondent Name: Michael R. Graham
Address Line 1: 233 South Wacker Drive

Address Line 2: Suite 6300

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	32121/60000
NAME OF SUBMITTER:	Michael R. Graham

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Signature:	/Michael R. Graham/
Date:	12/03/2012
Total Attachments: 1 source=Confirmatory Trademark Assignment#page1.tif	

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# CONFIRMATORY TRADEMARK ASSIGNMENT

THIS AGREEMENT is entered into nunc pro tunc, effective as of December 7, 2011, between John Silvernale, previously doing business as Moab Industries, an individual doing business at 661 N. Bearclaw, Prescott, Arizona 86301 (hereinafter the "ASSIGNOR"), and Moab Industries, LLC, an Arizona limited liability company with a principal place of business of 661 N. Bearclaw, Prescott, Arizona 86301 (the "ASSIGNEE").

WHEREAS, as of the effective date of this agreement the ASSIGNOR owns all rights, interest and goodwill in the trademarks MOAB and MOAB INDUSTRIES for automotive conversion services and customized vehicles in the United States, including the goodwill established under these marks and the U.S. federal registration for the mark MOAB INDUSTRIES, Registration No. 3,912,705, granted February 1, 2011 ("the Trademarks"); and

WHEREAS, as of the effective date of this agreement, ASSIGNOR intended, agreed to, and did in fact transfer to the ASSIGNEE all rights, title, interest, and goodwill in the Trademarks in the United States, including the federal registration for MOAB INDUSTRIES and the goodwill of the business in connection with which the Trademarks are used, and the right to sue and collect remedies for prior, contemporaneous or future infringement of the Trademarks; and

WHEREAS, as of the effective date of this agreement ASSIGNOR did in fact assign all rights, title, and interest in the Trademarks to ASSIGNEE, and wishes to now confirm and perfect that assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, ASSIGNOR hereby confirms, sells, assigns and transfers to ASSIGNEE, all of ASSIGNOR'S right, title and interest in and to the Trademarks and the aforesaid trademark registration for MOAB INDUSTRIES, together with the goodwill of the business for which the Trademarks are used. This assignment includes all of the ASSIGNOR's rights to register, enforce and sue for, and to receive monetary damages and equitable relief for, infringements of the Trademarks, including any which occurred prior to the date of this assignment.

ASSIGNOR retains no ownership rights in the Trademarks, trademark registration or any other rights transferred to ASSIGNEE by this assignment.

JOHN SI	EVERNALE, dba Moab Industries	Moab It	NDUSTRIES, LEC
Name:	John Silvernale	Name:	John Silvernale
Title:	Owner and Registrant	Title:	Member
Dated:	11-21-12	Dated:	11-21-12

**RECORDED: 12/03/2012** 

TRADEMARK
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