# **SH \$40.00 295776**

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM341064

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/10/2015

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Endeavor Industries, LLC		04/10/2015	LIMITED LIABILITY COMPANY: MISSOURI

### **RECEIVING PARTY DATA**

Name:	Design Hardware, LLC	
Street Address:	3440 Stanwood Blvd. NE	
City:	Huntsville	
State/Country:	ALABAMA	
Postal Code:	35811	
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2957767	DESIGN HARDWARE

### **CORRESPONDENCE DATA**

**Fax Number:** 3125693491

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

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 312-569-1491

Email: IPDOCKETCHICAGO@dbr.com
Correspondent Name: Drinker Biddle & Reath LLP

**Address Line 1:** 191 North Wacker Drive, Suite 3700

Address Line 2: c/o Jeffrey T. Baravetto, Esq.
Address Line 4: Chicago, ILLINOIS 60606-1698

ATTORNEY DOCKET NUMBER:	MDR006USA
NAME OF SUBMITTER:	Jeffrey T. Baravetto
SIGNATURE:	/Jeffrey T. Baravetto/
DATE SIGNED:	05/12/2015

**Total Attachments: 1** 

source=MDR006USA Nunc pro Tunc - Design Hardware#page1.tif

TRADEMARK REEL: 005514 FRAME: 0715

### TRADEMARK ASSIGNMENT NUNC PRO TUNC

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of (1) , 2015, is made by Endeavor Industries, LLC, a Missouri limited liability company having its principal place of business at 1108 E. Center St., Rogersville, Missouri 65742 ("Assignor"), in favor of Design Hardware, LLC, a Missouri limited liability company having its principal place of business at 3440 Stanwood Blvd. NE, Huntsville, Alabama 35811 ("**Assignee**").

WHEREAS, Assignor has adopted, used and is using DESIGN HARDWARE. (hereinafter, the "Mark") which is the subject of a registration identified as U.S. U.S. Trademark Registration No. 2,957,767, and owns all right, title and interest to the same, including the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Mark, including the goodwill associated therewith and the application therefor;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10,00) and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignor expressly acknowledges:

Assignor hereby assigns to Assignee all of its rights, title and interest in and to the Mark, including the U.S. registration therefor and the goodwill of the business symbolized thereby. Assignor further assigns to Assignee all rights to sue, bring actions and recover and hold damages, profits and other compensation for any and all past and future infringements and unauthorized uses of the Mark.

Assignor covenants and agrees that, upon the request of Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Mark to Assignee and otherwise carry out the intent of this Assignment. This Assignment shall be binding upon Assignor, Assignor's successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed and executed by its duly authorized officer as of the date and year above written.

ENDEAVOR INDUSTRIES: LLC

Title:

Name

78908975.1

RECORDED: 05/12/2015

TRADEMARK REEL: 005514 FRAME: 0716