# CH \$40.00 298717

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM343135

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/01/2015

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Greg Herth		05/05/2015	INDIVIDUAL: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	Madison Electric Products, Inc.	
Street Address:	dress: 26401 Fargo Avenue	
City:	Bedforh Heights	
State/Country:	OHIO	
Postal Code:	44146	
Entity Type:	CORPORATION: OHIO	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2987172	SMART BOX INC.

### **CORRESPONDENCE DATA**

**Fax Number:** 6313618792

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:** 6313618737

**Email:** twalker@walkerlegaloffices.com

Correspondent Name: Trudie Katz Walker

Address Line 1: 225 Old Country Road

Address Line 4: Melville, NEW YORK 11747

ATTORNEY DOCKET NUMBER:	SMARTBOX
NAME OF SUBMITTER:	Trudie Katz Walker
SIGNATURE:	/Trudie Katz Walker/
DATE SIGNED:	06/02/2015

**Total Attachments: 1** 

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### ASSIGNMENT

This assignment confirms that, for value received, effective March 1, 2015 Greg Herth sold, assigned and transferred to Madison Electric Products, Inc., an Ohio Corporation, with offices at 26401 Fargo Avenue, Bedford Heights, OH 44146, as Assignee, and its successors, assigns and legal representatives, the entire right, title and interest, for all countries in and to certain trademark SMART BOX INC. filed in the United States Trademark Office under Serial # 78228691 on March 21, 2003, and registered under Registration # 2987172 on August 23, 2005, and all rights and privileges under any and all trademark registrations granted there from and the goodwill associated therewith.

Greg Herth requests that any and all trademark registrations and renewals for said mark be issued to said Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

Greg Herth agrees that, when requested, it will, without charge to said Assignee, but at assignees expense, sign all papers and do all acts which may be necessary, desirable or convenient for securing and maintaining said trademark registrations in any and all countries and for vesting title thereto in said Assignee, its successors, assigns and legal representatives or nominees.

Greg Herth authorizes and empowers the said Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any applications for trademark registration or other form of protection for said marks filed by it of them the benefit of the right of priority provided by the International Convention of the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written authorization from Greg Herth.

Greg Herth hereby consents that copies of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like documents which may be required in any country for any purpose and more particularly in proof of the right of the said Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

Greg Herth covenants with said Assignee, its successors, assigns and legal representatives, that the rights and property herein conveyed are free and clear of any encumbrance, and that it has full right to convey the same as herein expressed.

Dated May 5, 2015

Greg Herth

TRADEMARK
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**RECORDED: 06/02/2015**