# CH \$240.00 4137261

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM350468

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Marathon Industries, Inc.		07/10/2015	CORPORATION: WASHINGTON

### **RECEIVING PARTY DATA**

Name:	Marastar, LLC
Street Address:	330 Madison Avenue
Internal Address:	28th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	4137261	UNIVERSAL FIT
Registration Number:	4137220	TIRE AID
Registration Number:	4048847	EASY FIT
Registration Number:	3170307	UNIVERSAL FIT FLAT-FREE WHEELBARROW TIRE
Registration Number:	3170305	UNIVERSAL WHEELBARROW TIRE
Registration Number:	3678641	YARD ROVER
Registration Number:	3407569	UNIVERSAL FIT AIR FILLED HAND TRUCK/UTIL
Registration Number:	3407568	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILI
Registration Number:	3300257	UNIVERSAL FIT AIR FILLED WHEELBARROW TIR

### **CORRESPONDENCE DATA**

**Fax Number:** 2124082501

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:** 212.408.2522

**Email:** nytmdpt@bakerbotts.com

Correspondent Name: Suzanne M. Hengl
Address Line 1: 30 Rockefeller Plaza

Address Line 2: 44th Floor

TRADEMARK REEL: 005593 FRAME: 0456

Address Line 4: Nev	v York, NEW YORK 10112-4498
ATTORNEY DOCKET NUMBER:	083023.0103
NAME OF SUBMITTER:	Suzanne M. Hengl
SIGNATURE:	/Suzanne M. Hengl/
DATE SIGNED:	08/05/2015
Total Attachments: 2	

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> **TRADEMARK REEL: 005593 FRAME: 0457**

# **ASSIGNMENT**

WHEREAS, MARATHON INDUSTRIES, INC. (hereinafter "Assignor"), a corporation organized and existing under the laws of the State of Washington, having an address of 7925 S 196th Street, Kent Washington 98032, is the owner of all rights, title and interest in and to the trademarks identified in Schedule A attached hereto, the United States trademark applications and/or registrations therefore, together with all the goodwill of the business associated therewith (hereafter the "Marks"); and

WHEREAS, MARASTAR, LLC, (hereinaster "Assignee"), a limited liability company organized and existing under the laws of the State of Delaware, having an address of 330 Madison Avenue, 28th Floor, New York, NY 10017, is desirous of acquiring all rights, title and interest in and to the Marks and in and to the trademark applications and/or registrations therefor, together with the goodwill of the business symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, accepted and confirmed, Assignor does hereby irrevocably assign, transfer, grant, set over and convey unto Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor's entire worldwide and universal rights, title and interest in and to the mark identified in Schedule A attached hereto, the United States trademark applications and/or registrations therefor, together with the goodwill of the business symbolized by the marks, that portion of the business to which the mark(s) pertain, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, subsidiaries, affiliates or other legal representatives, as the same would have been held and enjoyed by Assignor if this assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the marks owned by Assignor, and Assignor's right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the marks or any other claim or cause of action related to the mark prior to and following the effective date of this Assignment. Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past infringement. unfair competition and/or dilution, if any,

IN WITNESS WHEREOF, the parties have caused this Assignment to be signed by their respective and duly authorized officer(s) or agent(s) effective as of the date set forth below.

MARATHON INDUSTRIES, INC.	MARASTAR, LLC
	Duy Alexander
By:	Name: Tuezzo Hst
Name: Jeff Knoll	
Title: Vice President - Operations	Title: PRESIDENT
■ Tanana and the state of the	

Effective Date:

July 10, 2015

## Schedule A

# Registered Trademarks:

Serial #	Reg.#	Word Mark
1 85503154	4137261	UNIVERSAL FIT
2 85451510	4137220	TIRE AID
3 85285810	4048847	EASY FIT
4 78777663	3170307	UNIVERSAL FIT FLAT-FREE WHEEBARROW TIRE
5 78769627	3170305	UNIVERSAL WHEELBARROW TIRE
6 77539587	3678641	YARD ROVER
7 77296004	3407569	UNIVERSAL FIT AIR FILLED HAND TRUCK/UNITILITY TIRE
8 77295994	3407568	UNIVERSAL FIT FLAT FREE HAND TRUCK/UTILITY TIRE
9 77038322	3300257	UNIVERSAL FIR AIR FILLED WHEELBARROW TIRE

Unregistered Trademarks:

**RECORDED: 08/05/2015** 

REDACTED

TRADEMARK REEL: 005593 FRAME: 0459