

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356541

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSCEOLA WORKS, LLC		05/13/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	EDISON NATION, LLC		
Street Address:	520 ELLIOT STREET, SUITE 200		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86487072	UNDERPASS	
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Email:	DOCKETING@EDISONNATION.COM		
Correspondent Name:	EDISON NATION, LLC		
Address Line 1:	520 ELLIOT STREET, SUITE 200		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	UNDERPASS		
NAME OF SUBMITTER:	Katherine M. Foss		
SIGNATURE:	/Katherine M. Foss/		
DATE SIGNED:	09/28/2015		
Total Attachments: 4			
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OP \$40.00 86487072

ASSIGNMENT OF TRADEMARK RIGHTS

WHEREAS,

OSCEOLA WORKS, LLC
822 Bayview Drive
Ruskin, FL 33570

(hereinafter "Assignor") has or may have applied for or obtained a registration for certain trademarks (each hereinafter a "Trademark"), for a full description of which reference is here made to the following patent property:

Application No.: 86/487,072
Mark: UNDERPASS
Filed On: December 19, 2014

(hereinafter "Trademark Property");

WHEREAS,

EDISON NATION, LLC
520 Elliot Street
Charlotte, NC 28202

(hereinafter "Assignee") is desirous of acquiring all rights, title, and interests in, to, and under the Trademark and the Trademark Property, and in, to, and under any and all patents that have been or may be obtained for each of the Trademark, together with all rights corresponding thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all past, present and future right, title, and interest in, to and under:

- The Trademark;
- The right and authorization to file additional applications related to the Trademark;
- Any and all applications for trademarks that may be or have been filed in any and all countries, including the Trademark Property;
- Any and all trademarks that may be or have been obtained in any and all countries;
- Any application claiming priority to any of the foregoing;
- Any application from which any of the foregoing claims priority; and
- Any past or present right or cause of action arising with respect to any of the foregoing, including any right to sue for trademark infringement, and any derivative right thereof,

(hereinafter collectively "Trademark Rights").

FURTHERMORE,

Assignor hereby acknowledges that any and all Trademark Rights related to any Trademark already may have been under obligations of assignment already to Assignee and in fact may have already been assigned to Assignee, and that this "Assignment of Trademark Rights" (hereinafter "Assignment") is being duly executed for at least the purposes of public recordation with the USPTO of Assignee's rights, title, and interests in the Trademark Rights.

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Trademark Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or registration included within the Trademark Rights and, further, to execute and deliver to Assignee any and all petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee in connection herewith.

Effective with respect to each Trademark at least as early as the time of conception of each such Trademark, Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Trademark Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose and, more particularly, in proof of the right of Assignee to claim the aforesaid benefit of the right of priority and the right to file for patent.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, and nominees of Assignee, without further written or oral authorization from Assignor.

Assignor further hereby represents and warrants that Assignor is an original inventor of the Trademark; and Assignor has reviewed and understood the contents of the Patent Property.

Finally, Assignor hereby authorizes and requests the Director of the United States Patent & Trademark Office to issue any patent included within the Trademark Rights to Assignee.

This Assignment is governed by and shall be construed in accordance with the laws of North Carolina.

[Signature Pages Follow]

This the 13 day of May, 2015

Assignor **OSCEOLA WORKS, LLC**

Benjamin G Chambers (Signature)

BENJAMIN G CHAMBERS (Printed Name)

Cynthia Sanchez
Witness #1 Signature

Cynthia Sanchez
Witness #1 Name (print)

203 Apollo Beach Blvd
Witness #1 Address Line 1

Apollo Beach FL 33572
Witness #1 Address Line 2

Melanie Purdy
Witness #2 Signature

Melanie Purdy
Witness #2 Name (print)

203 Apollo Beach Blvd
Witness #2 Address Line 1

Apollo Beach FL 33572
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of Florida

County of Hillsborough

United States of America

On this 13 day of May, 2015

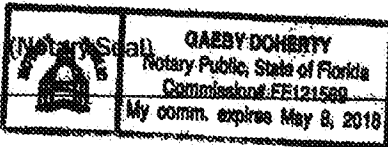
I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Benjamin G Chambers (person appearing before notary)

Notary Signature: [Signature]

Printed Name: Gauby Doherty

My Commission Expires: May 8 2018



ACCEPTANCE BY ASSIGNEE

Assignee hereby accepts the assignment of the Trademark Rights as set forth above.

This the 14th day of May, 2015.

EDISON NATION, LLC

By: Scott G. Dromms (Signature)

SCOTT G. DROMMS (Printed Name)

Manager - Intellectual Property (Representative Title)

Roger Brown
Witness #1 Signature

[Signature]
Witness #2 Signature

Roger Brown
Witness #1 Name (print)

Dale Dodson
Witness #2 Name (print)

420 Calbrieth Circle
Witness #1 Address Line 1

1470 Park Needle Ln
Witness #2 Address Line 1

North Augusta, SC 29860
Witness #1 Address Line 2

MOOREVILLE NC 28115
Witness #2 Address Line 2

NOTARY CERTIFICATE FOR ACKNOWLEDGEMENT

State of NORTH CAROLINA

County of MECKLENBURG

United States of America

On this 14th day of MAY, 2015

I certify that the following person personally appeared before me and acknowledged to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

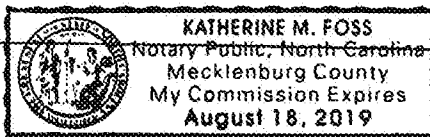
SCOTT G. DROMMS (person appearing before notary)

Notary Signature: Katherine M Foss

Printed Name: KATHERINE M FOSS

My Commission Expires: AUG 18, 2019

(Notary Seal)



SC 05/13/15