

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gowan Company, L.L.C.		10/02/2015	LIMITED LIABILITY COMPANY: ARIZONA
RECEIVING PARTY DATA			
Name:	NIPPON SODA CO., LTD.		
Street Address:	2-1, Ohtemachi 2-chome, Chiyoda-ku		
City:	Tokyo		
State/Country:	JAPAN		
Entity Type:	COMPANY: JAPAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4819618	STRAFER	
CORRESPONDENCE DATA			
Fax Number:	2027218250		
<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>			
Phone:	202-721-8227		
Email:	CEmond@wenderoth.com		
Correspondent Name:	Rebecca Gan		
Address Line 1:	1030 15th Street, N.W., Suite 400 East		
Address Line 2:	WENDEROTH		
Address Line 4:	Washington, D.C. 20005		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca Gan		
Address Line 1:	1030 15th Street, N.W., Suite 400 East		
Address Line 2:	WENDEROTH		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Rebecca Gan		
SIGNATURE:	/rgan/		
DATE SIGNED:	10/16/2015		

OP \$40.00 4819618

Total Attachments: 2

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TRADEMARK ASSIGNMENT - United States of America

This Trademark Assignment is made as of October 2, 2015 ("the Effective Date")

Between

Gowan Company, L.L.C., an Arizona limited liability company, whose address is 370 S. Main Street, Yuma, ARIZONA 85364, United States of America

("the Assignor")

and

NIPPON SODA CO., LTD., a company organized under the laws of Japan, whose address is 2-1, Ohtemachi 2-chome, Chiyoda-ku, Tokyo, Japan

("the Assignee")

The parties do agree to the following:

1. Definition

Wherever the following term is used in this Trademark Assignment, it shall have the meaning specified below:

"Trademark" shall mean the following trademark registration owned and maintained by the Assignor, including all rights that exist at common law and the goodwill of the business associated therewith:

U.S. Trademark: STRAFER

U.S. Trademark Registration Number: 4819618

2. Assignment of Trademark

2.1 As of the Effective Date, the Assignor agrees to sell, assign, and transfer to Assignee, its successors and assigns, and does hereby sell, assign, and transfer to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to the Trademark and the goodwill of the business associated with the Trademark.

2.2 After assigning the Trademark to the Assignee, the Assignor shall not apply for nor engage a third party to apply for an identical or confusingly similar trademark for registration in the United States of America for identical or similar goods, and shall not intentionally initiate nor engage a third party to initiate any invalidation actions, cancellation actions or other actions influencing the validity of the Trademark.

3. Price and Payment

3.1 In consideration for the assignment of the Trademark, the Assignee shall pay to the Assignor through a third party designated by the Assignee the amount of \$1.25 USD (one dollar and twenty-five cents). The Assignee shall pay the amount of such consideration to the Assignor within 60 days of the Effective Date.

3.2 If the Assignee is required to make payment of withholding taxes imposed on the consideration to be paid hereunder, then the Assignor shall make such withholding payments and deduct such withholding payment from the amount payable hereunder up to the amount permitted under the Double Taxation Treaty in force between the United States of American and Japan (at the date of signature of this Agreement 2015 tax rate) and shall provide the Assignee with certificate on tax payment as delivered by Japanese Authorities for tax in the United States of America upon request by the Assignee.

4. Procedures

The Assignee will undertake all necessary procedures, at its own expense, to record this Trademark Assignment in the records of the United States Patent and Trademark Office ("USPTO") to reflect the change in ownership of the Trademark from the Assignor to the Assignee. The Assignor shall, when requested by the Assignee, cooperate with the Assignee in all matters that the Assignee may deem necessary and reasonable to complete this recordation.

5. Severability

In the event any provision of this Trademark Assignment is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. Furthermore, in lieu of each such provision that is invalid, illegal or unenforceable, the parties shall amend this Trademark Assignment to substitute or add a valid, legal and enforceable provision that shall be as similar as possible, in economic and business objectives as intended by the parties, to such invalid, illegal or unenforceable provision.

6. Counterparts

This Trademark Assignment shall be executed in English in three (3) counterparts, one (1) of which will be held by the Assignor and the Assignee, respectively, with one (1) to be submitted to the USPTO for recording. Each of the three (3) counterparts shall be deemed an original and shall have equal legal validity.

7. Application law and Jurisdiction

This Trademark Assignment shall be governed by the laws of the United States of America. For all legal conflicts between the parties, the parties agree to the jurisdiction of the United States District Court for the District of Arizona in Tucson, Arizona.

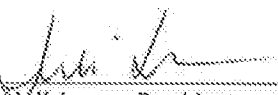
8. Entire Agreement

This Trademark Assignment represents the entire understanding of the parties with respect to the subject matter herein; there are no representations, promises, warranties, covenants or undertakings other than those contained in this Trademark Assignment; and the parties acknowledge and agree that they are not relying on any representation or warranty not expressly made in this Trademark Assignment.

IN WITNESS THEREOF, this Trademark Assignment has been executed by the authorized representatives of the parties as of the date first written above.

Signed by

Gowan Company, L.L.C.

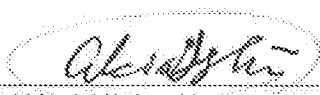
Signature: 

Matti Jessen, President

Date: October 2, 2015

Signed by

Nippon Soda Co., Ltd.

Signature: 

Akira Ishii, President

Date: October 2, 2015