900352370 01/29/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM371253

Stylesheet Version v1.2

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900349577

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Plexus Holdco, LLP		12/09/2015	LIMITED LIABILITY PARTNERSHIP: ARIZONA

RECEIVING PARTY DATA

Name:	Plexus Worldwide, LLC	
Street Address:	9145 E Pima Center Pkwy	
City:	Scottsdale	
State/Country:	ARIZONA	
Postal Code:	85258	
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	3844010	PLEXUS S SLIM	

CORRESPONDENCE DATA

Fax Number: 6026409050

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: 602-640-9381

Email: trademarks@omlaw.com

Correspondent Name: Danielle D. Janitch

Address Line 1: 2929 N. Central Ave., Ste. 2100

Address Line 2: c/o Osborn Maledon, P.A. Address Line 4: Phoenix, ARIZONA 85012

ATTORNEY DOCKET NUMBER:	14443.2
NAME OF SUBMITTER:	Danielle D. Janitch
SIGNATURE:	/danielle.d.janitch/
DATE SIGNED:	01/29/2016

Total Attachments: 4

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TRADEMARK
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of December 9, 2015, is made by Plexus Holdco, LLP., an Arizona Partnership ("Assignor"), in favor of Plexus Worldwide, LLC, an Arizona limited liability company ("Assignee").

WHEREAS, Assignor has conveyed, transferred and assigned to Assignee certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, Assignor agrees as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and/or applications set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark

Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Arizona, without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

2

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IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

Plexus Holdco, LLP

Name: Tarl Robinson

Title: President

Address for Notices:

15649 Greenway-Hayden Loop

Scottsdale, AZ 85260

AGREED TO AND ACCEPTED:

Plexus Worldwide, LLC
By:

Name: Tarl Robinson Title: Managing Member Address for Notices:

15649 Greenway-Hayden Loop

Scottsdale, AZ 85260

TRADEMARK, REEL: 005717 FRAME: 0582

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATIONS AND/OR REGISTRATIONS

Mark United States	Owner	Registration Number
	Plexus Holdco, LLP 15649 N. Greenway-Hayden Loop Scottsdale AZ 85260	3844010

TRADEMARK REEL: 005717 FRAME: 0583

RECORDED: 01/06/2016