

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389961

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Best Vacuum, Inc.		06/29/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Best Vacuum and Appliances, LLC		
Street Address:	650 E. Algonquin Rd., Suite 100		
City:	Schaumburg		
State/Country:	ILLINOIS		
Postal Code:	60173		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3625857	BEST VACUUM	
Registration Number:	3214717	BESTVACUUM.COM	
CORRESPONDENCE DATA			
Fax Number:	8473814789		
<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:	(847)381-4797		
Email:	wrk@wmklaw.com		
Correspondent Name:	William R. Kuehn		
Address Line 1:	102 N. Cook Street		
Address Line 4:	Barrington, ILLINOIS 60067		
NAME OF SUBMITTER:	William R. Kuehn		
SIGNATURE:	/William R. Kuehn/		
DATE SIGNED:	07/01/2016		
Total Attachments: 12			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of June 29, 2016 ("Effective Date") by and between BEST VACUUM, INC., an Illinois Corporation, with its principal office at 2646 N. Lincoln Ave., Chicago, IL 60614, ("Assignor"), and BEST VACUUM AND APPLIANCES, LLC, an Illinois Limited Liability Company], with its principal office at 650 E. Algonquin Rd., Suite 100, Schaumburg, IL 60173 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Trademark and Asset Purchase Agreement dated as of June 9, 2016 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the foreign trademark registrations set forth on Schedule B attached hereto, the unregistered trademarks set forth on Schedule C attached hereto, and the registered Domain Names set forth on Schedule D attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks and Domain Names").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Marks and Domain Names and the goodwill of the business associated therewith, for the United States and any foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and Domain Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Marks.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BEST VACUUM

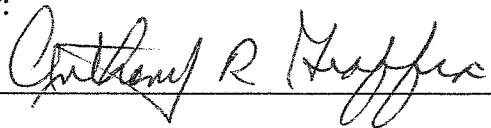
By:

Name: Mark H. Davis

Title: President

**BEST VACUUM AND APPLIANCES
LLC**

By:




Name: Anthony Graffia

Title: Manager

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

BEST VACUUM

By:



Name: Mark H. Davis

Title: President

**BEST VACUUM AND APPLIANCES
LLC**

By:



Name: Anthony Graffia

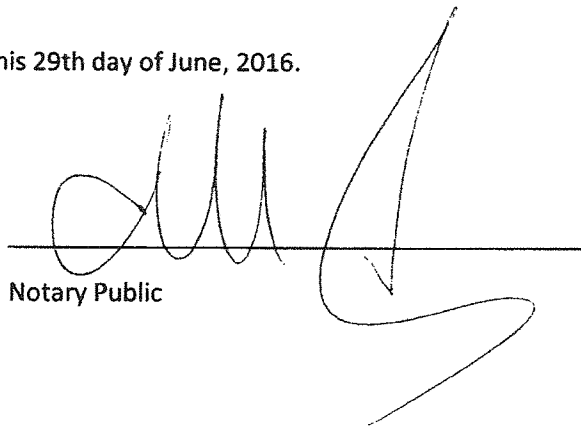
Title: Manager

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned authority, a Notary Public in and for the State of Illinois, hereby certify that Mark H. Davis, whose name as President of Best Vacuum, Inc. is signed to the foregoing Trademark Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the certificate, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation and individual.

Given under my hand and official seal this 29th day of June, 2016.



A handwritten signature in black ink, appearing to read 'M. Iseberg', is written over a horizontal line. The signature is fluid and cursive.

Notary Public

My commission expires:

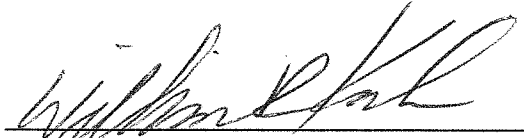


STATE OF ILLINOIS

COUNTY OF COOK

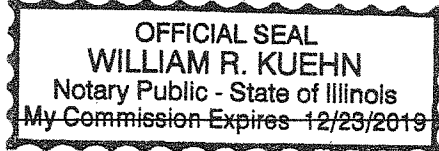
I, the undersigned authority, a Notary Public in and for the State of Illinois, hereby certify that Anthony Graffia, whose name as Manager of Best Vacuum and Appliances, LLC, is signed to the foregoing Trademark Assignment, and who is known to me, acknowledged before me on this day that, being informed of the contents of the certificate, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said LLC.

Given under my hand and official seal this 29th day of June, 2016.



Notary Public

My commission expires:



SCHEDULE A

U.S. TRADEMARK REGISTRATIONS/APPLICATIONS

Mark	Reg./App. No.	Reg. Date
BEST VACUUM	3,625,857	May 26, 2009
bestvacuum.com	3,214,717	March 6, 2007

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Serial No.	Registration Date

SCHEDULE D

DOMAIN NAMES

<u>Domain Name</u>	<u>TLD</u>	<u>Expiration Date</u>	<u>Status</u>	<u>Privacy</u>	<u>Locked</u>
AAA-BESTVACUUM.COM	.com	11/20/16	Active	Private	Locked
BEST-VACCUM.COM	.com	3/3/17	Active	Private	Locked
BEST-VACUUM.COM	.com	8/27/17	Active	Private	Locked
BEST-VACUUMCLEANER-REVIEWS.COM	.com	11/1/17	Active	Public	Locked
BEST-VACUUMS.COM	.com	8/27/17	Active	Private	Locked
BESTAIRPURIFIERSHOP.COM	.com	12/1/16	Active	Public	Locked
BESTAIRPURIFIERSSTORE.COM	.com	12/1/16	Active	Public	Locked
BESTCOMMERCIALVACUUM.COM	.com	6/4/19	Active	Public	Locked
BESTCOMMERCIALVACUUM.NET	.net	6/4/19	Active	Public	Locked
BESTCOMMERCIALVACUUMS.COM	.com	6/4/19	Active	Public	Locked
BESTCOMMERCIALVACUUMS.NET	.net	6/4/19	Active	Public	Locked
BESTVAC.COM	.com	5/14/17	Active	Private	Locked
BESTVACS.COM	.com	8/27/17	Active	Private	Locked
BESTVACUME.COM	.com	3/31/17	Active	Private	Locked
BESTVACUUM.CA	.ca	12/2/16	Active	Public	Locked
BESTVACUUM.CO	.co	12/1/16	Active	Public	Locked
BESTVACUUM.COM	.com	5/14/17	Active	Public	Locked
BESTVACUUM.ME	.me	12/2/16	Active	Public	Locked
BESTVACUUM.MOBI	.mobi	12/2/16	Active	Public	Locked
BESTVACUUM.ORG	.org	7/10/16	Active	Public	Locked
BESTVACUUM.TV	.tv	12/1/16	Active	Public	Locked
BESTVACUUMCLEANER.NET	.net	12/7/16	Active	Private	Locked
BESTVACUUMIOWA.COM	.com	10/24/16	Active	Public	Locked
BESTVACUUMS.COM	.com	7/5/17	Active	Private	Locked
HEPAVACUUM.COM	.com	1/29/17	Active	Public	Locked
HEPAVACUUMS.COM	.com	1/29/17	Active	Public	Locked
HEPAVACUUMS.INFO	.info	10/31/16	Active	Public	Locked
HEPAVACUUMS.NET	.net	10/31/16	Active	Public	Locked

**ASSIGNMENT OF TRADEMARKS AND
OTHER INTANGIBLE PROPERTY**

BEST VACUUM, INC., an Illinois Corporation (“**Assignor**”), in accordance with that certain TRADEMARK AND ASSET PURCHASE AGREEMENT, dated contemporaneously herewith (the “**TPA**”), and in consideration of the various promises and undertakings set forth therein, specifically the obligation of Assignor to transfer ownership and/or control to certain intangible assets and trademarks utilized in the Assignor’s internet sales of vacuum cleaners and related products business (the “**Internet Business**”) to Best Vacuum and Appliances LLC (“**Assignee**”), free and clear of any and all liens, pledges, encumbrances, security interests, equitable claims, agreements, charges, rights of other persons or entities and claims of any kind, nature or description (“**Free of Liens**”), and for other good and valuable consideration, receipt whereof is hereby acknowledged, does hereby, subject to the provisions of the TPA, sell, assign, transfer and set over unto Assignee, all of Assignor’s right, title and interest in and to the following assets:

1. Domain name “bestvacuum.com and any derivations therefrom as set forth on Exhibit “A” attached hereto (collectively the “**Domain Names**”);
2. Toll Free Business telephone number 1-888-205-3228, and its listings in telephone books and directories to the extent assignable;
3. Customer lists, software, or other intangible property utilized by Assignor in connection with the Internet Business, if any, and owned by Assignor, and all of the rights, powers and privileges granted Assignor therein or in conjunction therewith, as of the date hereof; and
4. Two (2) trademarks federally registered in the name of Assignor, specifically: i) Service Mark “**BEST VACUUM**”, without claim to any particular font, style, size or color, identified as Reg. No. 3,625,857; ii) Service Mark “**bestvacuum.com**”, without claim to any particular font, style, size or color, identified as Reg. No.3,214,717, whose registrations statements are attached to Exhibit “B” attached hereto; and iii) any and all unregistered trademarks, service marks, trade dress, trade names, logos and corporate names utilized by Assignor in connection with the Internet Business (including those listed in Exhibit “B” attached hereto), and with respect to each of the foregoing subsections i) through iii), together with all of the goodwill associated therewith, and with respect to the assets set forth in Section 1 through 4 above, together with all income, royalties or payments due or payable as of the 29th day of June 2016 or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of such assets, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (collectively the “**Internet Business Assets**”).

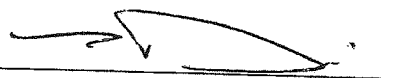
Assignor hereby represents and warrants that it has good, right and lawful authority to make this assignment, and further warrants that it owns the aforesaid Internet Business Assets, Free of Liens, and has not heretofore sold, assigned or transferred any of its right, title and interest in the aforesaid Assets.

It is the intention of Assignor that upon execution of this Assignment that they will retain no interest, claim, or any other rights of any kind related to the Internet Business Assets or the Internet Business or any right to any further consideration related thereto other than as specifically provided for the TPA.

Signature page to follow

IN WITNESS WHEREOF, Assignor has signed and sealed this Assignment at Chicago, Illinois, as of the 29th day of June, 2016.

BEST VACUUM, INC.

By: 
Mark Davis

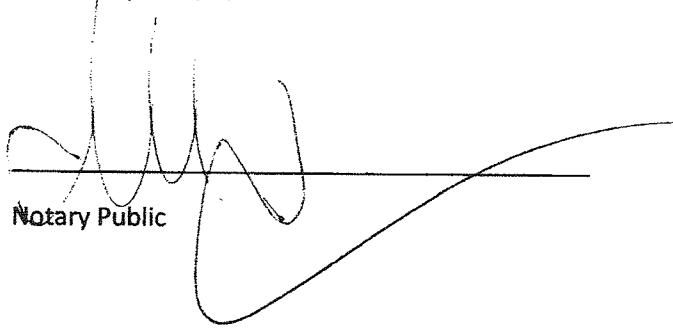
Its: President

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned authority, a Notary Public in and for the State of Illinois, hereby certify that Mark H. Davis, whose name as President of Best Vacuum, Inc. is signed to the foregoing Assignment of Trademarks and Other Intangible Property, and who is known to me, acknowledged before me on this day that, being informed of the contents of the certificate, he, as such President and with full authority, executed the same voluntarily for and as the act of said corporation and individual.

Given under my hand and official seal this 29th day of June, 2016.



A handwritten signature in black ink, appearing to read 'M. Iseberg', is written over a horizontal line. The signature is fluid and cursive.

Notary Public

My commission expires:

