# CH \$90.00 1676677

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM416779

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Regal Ware, Inc.		06/27/2014	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Greenfield World Trade, Inc.	
Doing Business As:	ne Legacy Companies	
Street Address:	355 Enterprise Ave	
City:	Weston	
State/Country:	FLORIDA	
Postal Code:	33331	
Entity Type:	Corporation: FLORIDA	

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1676677	ULTRA CLEAN
Registration Number:	1478543	DOL-FYN
Registration Number:	2076382	DOVE

### **CORRESPONDENCE DATA**

**Fax Number:** 4198741100

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:** 419-365-2064

**Email:** dockins@fraser-ip.com, turco@fraser-ip.com, lopez@fraser-ip.com,

file@fraser-ip.com

Correspondent Name: Michael E. Dockins
Address Line 1: 28366 Kensington Lane

Address Line 2: suite 3

Address Line 4: Perrysburg, OHIO 43551

NAME OF SUBMITTER:	Michael E. Dockins
SIGNATURE:	/Michael E. Dockins/
DATE SIGNED:	02/21/2017

**Total Attachments: 4** 

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of June 27, 2014, between REGAL WARE, INC., a Delaware corporation ("Assignor") and GREENFIELD WORLD TRADE, INC. D/B/A THE LEGACY COMPANIES, a Florida corporation ("Assignee").

### RECITALS

- A. Assignee has agreed to purchase certain assets of Assignor including the Assigned Trademarks (as described below) pursuant to that certain Asset Purchase Agreement between Assignee and Assignor dated as of the date hereof (the "Purchase Agreement").
- B. Assignor desires by execution of this Assignment to assign of all of its rights, title, and interest in and to the Assigned Trademarks to Assignee, and Assignee desires by execution of this Assignment to accept the assignment of all of Assignor's rights, title and interest in and to the Assigned Trademarks to Assignee.

### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns the Assigned Trademarks as follows:

- 1. <u>Definition of Assigned Trademarks</u>. The term "Assigned Trademarks" shall mean the trademark registrations and common law trademarks listed in Appendix A, as well as: (a) all common law rights therein; (b) all goodwill associated therewith and (c) all renewals thereof.
- 2. <u>Assignment of Assigned Trademarks</u>. Assignor, hereby sells, transfers, conveys, assigns to Assignee all of the rights, title and interest of the Assignor in and to the Assigned Trademarks.
- 3. <u>Assignment of Accrued Enforcement Rights</u>. Assignor hereby assigns and transfers to Assignee any and all claims or causes of action for infringement of any of the Assigned Trademarks that may have accrued prior to the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.
- 4. <u>Further Assurances</u>. Assignor further agrees to take all reasonable and necessary steps to implement the provisions of the Assignment, including executing and reasonably aiding in the preparation of any documents that are reasonable and necessary to obtain and perfect the assignment and assignment recordals of the U.S. and foreign trademarks and trademark applications subject to this Assignment; provided that this Assignment and any documents referenced above are subject, in all respects, to the terms, limitations, exceptions and conditions of the Purchase Agreement and all of the representations and warranties, covenants and agreements contained therein, all of which shall survive the execution and delivery of this Assignment to the extent provided in the Agreement.

[Signature page to follow]

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TRADEMARK
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ASSIGNOR:

REGAL WARE, INC.

BY

Name: Jeffrey A. Reigle

Title: President & CEO

ASSIGNEE:

GREENFIELD WORLD TRADE, INC. D/B/A THE
LEGACY COMPANIES

BY

Name: \_\_\_\_\_\_

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the

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IN WITNESS WHEREOF, this Assignment has been duly executed by the parties as of the date first written above.

ASSIGNOR:
REGAL WARE, INC.
BY
Name:
Title:
ASSIGNEE:
GREENFIELD WORLD TRADE, INC. D/B/A THE
LEGACY COMPANIES
BY
Name: O. Mey 1 Asbury
Title: President
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# APPENDIX A

# **Assigned Trademark Registrations**

Mark	Country	Reg. No.	Reg. Date	Status
ULTRA CLEAN	U.S.	1,676,677	February 25, 1992	Live
DOL-FYN	U.S.	1,478,543	March 1, 1998	Live
DOVE	U.S.	2,076,382	July 1, 1997	Live
NAUTILUS	Japan	5,502,841	June 22, 2012	Live
NAUTILUS	Ú.S.	2,845,117	May 25, 2004	Live
NAUTILUS	Canada	TMA564193	July 2, 2002	Live
AQUAVIÉ	China	6,489,264	March 28, 2010	Live
AQUAVIÉ	EU	6,311,872	July 10, 2008	Live
DOL-FYN	Canada	188994	March 2, 1973	Live
DOVE	Canada	596517	December 4, 2003	Live
MILLENNIUM	Canada	539617	January 15, 2001	Live

TRADEMARK
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**RECORDED: 02/21/2017**