

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423038

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	02/15/2017		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Amanda Marie Davidson		03/07/2017	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toadfish LLC		
<b>Street Address:</b>	813 Weir Street		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29412		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86556710	TOADFISH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025881960		
<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>			
<b>Phone:</b>	502-625-2784		
<b>Email:</b>	sduvall@middletonlaw.com		
<b>Correspondent Name:</b>	Scot A. Duvall		
<b>Address Line 1:</b>	401 S. Fourth Street, Suite 2600		
<b>Address Line 2:</b>	MIDDLETON REUTLINGER		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>ATTORNEY DOCKET NUMBER:</b>	ZU372-17007		
<b>NAME OF SUBMITTER:</b>	Scot A. Duvall		
<b>SIGNATURE:</b>	/Scot A. Duvall/		
<b>DATE SIGNED:</b>	04/07/2017		
<b>Total Attachments: 2</b>			
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## ASSIGNMENT OF TRADEMARK

THIS ASSIGNMENT, dated as of February 15, 2017 (the "Effective Date"), is from **Amanda Marie Davidson**, an individual citizen of the United States (the "Assignor") whose post office address is 2326 Lowndes Road, Columbia, South Carolina 29205, to **Toadfish LLC**, a South Carolina limited liability company ("Assignee"), whose post office address is 813 Weir Street, Charleston, South Carolina 29412.

### WITNESSETH:

WHEREAS, Assignor has applied for registration of the trademark set forth on Schedule A hereto (the "Mark") in the United States Patent and Trademark Office on an intent-to-use basis under Section 1(b) of the Lanham Act;

WHEREAS, Assignor is the owner of all right, title and interest in and to the United States federal trademark application set forth on Schedule A hereto (the "Application") based on Assignor's bona fide intent to use the Mark;

WHEREAS, Assignee is a successor to the business of Assignor and/or a successor to the ongoing and existing portion of the business to which the Mark pertains, thereby making permissible, pursuant to Section 10 of the Lanham Act, the assignment of the related Application to the extent founded on Section 1(b) of the Lanham Act;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee and Assignor agree as follows:

1. Assignor hereby assigns to Assignee, as of the Effective Date, without any restrictions, reservations, or limitations other than specifically set forth in this Assignment:
  - a. All right, title and interest in and to the Mark, Application and any resulting registration, together with the goodwill of the business connected with the use of and symbolized by the Mark (and also including the right to register the Mark in Assignee's name), arising under the federal, state, and common law of the United States of America, or elsewhere in the world; and
  - b. All claims and rights associated with the Mark, Application, and any resulting registration arising under the federal, state, and common law of the United States of America or elsewhere in the world, including the right to bring and maintain any and all causes of action, claims, and demands for infringements or other violations of rights in the Mark, Application, or resulting registration, and to receive any and all damages or other recovery resulting therefrom (and Assignor hereby waives any right to receive any portion of such damages or other recovery).

2. Assignor covenants that Assignor has the right to enter into this Assignment and further agrees, without further consideration, to cause such other lawful acts to be performed and such further assignments and other lawful documents to be executed, as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed, effective as of the Effective Date.


  
Amanda Marie Davidson ("Assignor")

Date: 3/7/2017

**ACCEPTANCE**

The undersigned Assignee hereby declares that it has accepted the foregoing Assignment.

Toadfish LLC ("Assignee")

By: 

Name: Casey Davidson

Title: Member

Date: 3/7/18

**SCHEDULE A**

"Mark"	"Application" Serial No.	Filing Date
TOADFISH	86556710	March 7, 2015