# CH \$40.00 870689

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM427179

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Design Ready Controls, Inc.		04/21/2017	Corporation:

### **RECEIVING PARTY DATA**

Name:	Industrial Smart L.L.C.	
Street Address:	331 2nd Avenue South	
Internal Address:	#895	
City:	Minneapolis	
State/Country:	MINNESOTA	
Postal Code:	55401	
Entity Type:	Limited Liability Company: MINNESOTA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	87068905	EARTH SCOUT

## **CORRESPONDENCE DATA**

Fax Number:

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:** 6123398300

Email: haugenmail@haugenlaw.com

Correspondent Name: Haugen Law Firm PLLP
Address Line 1: 121 South Eighth Street

Address Line 2: 1130 TCF Tower

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Paul T. Dietz
SIGNATURE:	/Paul T. Dietz/
DATE SIGNED:	05/11/2017

**Total Attachments: 2** 

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TRADEMARK REEL: 006054 FRAME: 0944

### ASSIGNMENT OF TRADEMARK

THIS TRADEMARK ASSIGNMENT together with any attachments or Exhibits (the "Agreement") is made as of April 24, 2017 (the "Effective Date"), by Design Ready Controls, Inc., a Minnesota corporation in good standing having its registered office located at 9325 Winnetka Avenue N., Brooklyn Park, Minnesota, 55445, (hereinafter referred to as "Assignor" or "Owner") and Industrial Smart L.L.C., a Minnesota limited liability company in good standing having its registered office located 331 2<sup>nd</sup> Avenue South #895, Minneapolis, Minnesota 55401 (hereinafter referred to as "Assignee" or "Purchaser").

### RECITALS

WHEREAS, Owner states, represents, and admits that it is the owner of the entire right, title, and interest in and to U.S. Trademark Application Serial No. 87/068,905 for the mark EARTH SCOUT. Owner further states, represents and admits that Owner had a bona fide intent to use the mark at the time of filing the application, that Assignee is the successor of that portion of Owner's business to which the mark pertains, that the business exists and is ongoing to which the intent to use the mark pertains, and that Owner has had a continued intent to use this trademark on or in connection with the sale of the following goods or services: Wireless controllers to remotely monitor and control the function and status of other electrical, electronic, and mechanical devices or systems, namely, electrical motors, excluding gaming systems; monitoring devices for monitoring soil moisture and temperature.

WHEREAS, Owner affirmatively states, represents and admits that it has full right to convey the entire right, title and interest herein assigned, and that it has not executed and will not execute any agreements in conflict herewith; and

NOW, THEREFORE, in consideration of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, by these presents, has sold, have sold, assigned and transferred, and does hereby sell, assign and transfer unto Assignee the full and exclusive right, title and interest, together with the goodwill symbolized by the Mark, both legal and equitable, for all countries including the United States, its Territories, and Possessions, the same to be held and enjoyed by

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Assignee for its own sole use and behoof, and for the use and behoof of its successors, assigns, or other legal representatives, to the full extent as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; together with all claims for damages, with the right to sue for, and collect the same.

FURTHER, Assignor hereby represents, warrants and covenants that no assignment, license, transfer, conveyance or agreement for any of the foregoing have been made affecting, including or involving any rights or ownership interest in the same; and

FURTHER, Assignor agrees to provide any further information within its knowledge, and to execute any further documents necessary to the renewal of such registration and recording of title to the trademark application thereon.

IN WITNESS WHEREOF, Troy Schmidtke on behalf of Assignor, has executed this Assignment this \_\_\_\_ day of April, 2017.

Typed Name: Troy Schmidtke

Dated:

STATE OF MINNESOTA

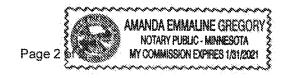
SS:

**COUNTY OF** 

On this \_\_\_\_ day of April, 2017, before me, a Notary Public for and within the County aforesaid, personally appeared Troy Schmidtke, to me known to be the person described in the foregoing Assignment, and acknowledged to me that be executed the same as his free act and deed.

Notary Public

(Seal)



TRADEMARK REEL: 006054 FRAME: 0946

**RECORDED: 05/11/2017**