

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JIFFY AIR TOOL, INC.		04/05/2017	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	BONANZA HOLDINGS CORP.		
Street Address:	2254 Conestoga Drive		
City:	Carson City		
State/Country:	NEVADA		
Postal Code:	89706		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1514334	JIFFY	
Registration Number:	2060253	UNITED AIR TOOL	
Registration Number:	1499245	UNITED AIR TOOL	
CORRESPONDENCE DATA			
Fax Number:	6315013526		
<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:	631-501-5700		
Email:	docket@cdfslaw.com, crierder@cdfslaw.com		
Correspondent Name:	Carter, DeLuca, Farrell & Schmidt, LLP		
Address Line 1:	445 Broad Hollow Road, Suite 420		
Address Line 4:	Melville, NEW YORK 11747		
ATTORNEY DOCKET NUMBER:	2208-0		
NAME OF SUBMITTER:	Pina M. Campagna		
SIGNATURE:	/Pina M. Campagna/		
DATE SIGNED:	06/06/2017		
Total Attachments: 4			
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OP \$90.00 1514334

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated April 5, 2017, is made by and between **JIFFY AIR TOOL, INC.** ("Seller"), a Nevada corporation and **BONANZA HOLDINGS CORP.** ("Buyer"), a Delaware corporation, pursuant to that certain Asset Purchase Agreement, by and among the Seller, The Jack E. Pettit Jr. – 1996 Trust, the sole stockholder of the Seller, Jack E. Pettit, and Buyer dated April 5, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

WHEREAS, Seller is the owner of rights in the United States in and to (i) the trademarks listed on Schedule 1 (collectively, the "Trademarks"), (ii) the registrations for the Trademarks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO") as set forth on Schedule 1; and (iii) all goodwill of the business connected with the use of, and symbolized by, (i) and (ii) above. The rights set forth in (i) through (iii) of this clause are collectively referred to herein as "Trademark Rights"; and

WHEREAS, Seller desires to transfer, sell and assign all of its right, title and interest in and to the Trademarks and Trademark Rights to Buyer, and Buyer desires to acquire all such rights, title and interest in and to the Trademarks and Trademark Rights;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably and unconditionally sells, assigns and transfers to Buyer, its successors and assigns, all of Seller's rights, title, ownership and interest in Trademarks and Trademark Rights, including without limitation (i) all goodwill in, incorporated or embodied in or associated with the Trademarks, (ii) all causes of action, past, present and future for infringement or unfair competition with respect to the Trademarks that Seller may have against third parties, and (iii) the registrations listed on Schedule 1.
2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Trademarks. To the extent any provision of this Trademark Assignment is

inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall control.

4. Counterparts. 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.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. 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 Nevada, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Assignment as of the date first written above.

SELLER: JIFFY AIR TOOL, INC.

By: 

Name: Jack E. Pettit, Jr.

Title: President

Date: 4/5/17

BUYER: BONANZA HOLDINGS CORP.

By: _____

Name:

Title:

Date:

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SELLER: JIFFY AIR TOOL, INC.

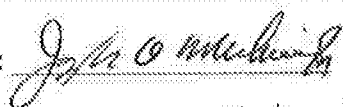
By: _____

Name:

Title:

Date:

BUYER: BONANZA HOLDINGS CORP.

By: 

Name: Joseph A. Molina, Jr.

Title: Vice President


Date: 4/5/17

Schedule 1

Assigned Trademarks

1. JIFFY (word only).


2. UNITED AIR TOOL (words only).


3.  (JIFFY (with design)).


4.  (UNITED AIR TOOL (with design)).

5.  (UNITED AIR TOOL (with design))

Assigned Trademark Registrations

1.  (JIFFY (with design)), U.S. Registration No. 1514334,

2.  (UNITED AIR TOOL (with design)), U.S. Registration No. 2060253.

3.  (UNITED AIR TOOL (with design)), U.S. Registration No. 1499245.