# OP \$40.00 4742226

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM449133

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
John Garuti Jr		10/31/2017	INDIVIDUAL:

### **RECEIVING PARTY DATA**

Name:	Super-Tek Products, Inc	
Street Address:	25-44 Borough Place	
City:	Woodside	
State/Country:	NEW YORK	
Postal Code:	11377	
Entity Type:	Corporation: NEW YORK	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4742226	DECOPLAST

### **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: 6316569818

Email: rglanz@slsllp.com

Correspondent Name: Leo G. Lenna

Address Line 1:99 Smithtown Bypass 2nd FloorAddress Line 4:Hauppauge, NEW YORK 11788

NAME OF SUBMITTER:	Leo G. Lenna
SIGNATURE:	/Leo G. Lenna/
DATE SIGNED:	10/31/2017

### **Total Attachments: 3**

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> TRADEMARK REEL: 006193 FRAME: 0370

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### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made by and between JOHN GARUTI JR., an individual residing at 9218 Corfu Court, Unit 201, Naples, Florida 34114 (the "Assignor"), and SUPER-TEK PRODUCTS, INC., a New York corporation with an office at 25-44 Borough Place, Woodside, New York 11377 (the "Assignee"):

### RECITALS

A. The Assignor is the current registered owner of the following U.S. Trademark registration and application (the "<u>Trademark</u>"):

	Date
DECOPLAST Reg. No. 4742226 Reg.: May 26,	, 2015

- B. The Trademark has always been considered to be an asset of the Assignee and has been used exclusively by the Assignee, and was erroneously registered under the name of the Assignor.
- C. The Assignor has never received any consideration, and has never been a party to any license agreement or any other similar type of agreement with Assignee, for the Assignee's use of the Trademark. The Assignor has never entered into a license or any other agreement with any other person or entity, to permit any person or entity other than the Assignee to use the Trademark, or to give such other person or entity any right, title or interest therein. The Assignor owns the Trademark free and clear of any lien, security interest or other encumbrance.
- D. The Assignor and the other shareholder of the Assignee, representing all of the shareholders of the Assignee, are in the process of selling all of their shares to a third party.
- E. The Assignor wishes to assign to the Assignee, and the Assignee wishes to accept assignment of, the Trademark to evidence the correct ownership of the Trademark, upon the terms and condition set forth herein.
- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

# 1. Assignment of Trademark.

- A. The Assignor hereby irrevocably assigns, conveys and transfers to the Assignee the Trademark.
- B. The Assignee hereby acknowledges and accepts the foregoing assignment of the Trademark.

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D. After giving effect to this Assignment, the Assignor will own 0% of the Trademark and the Assignee will own 100% of the Trademark.

# 2. Miscellaneous.

- A. <u>Representation and Warranty</u>. The Assignor represents and warrants that the statements of fact contained in the Recitals are correct and complete as of the date of this Assignment.
- B. <u>Applicable Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles that would result in the application of the laws of any other jurisdiction.
- C. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the 31<sup>st</sup> day of October, 2017.

ASSIGNOR:

ASSIGNEE:

SUPER-TEK PRODUCTS, INC.

By:

Name: John Garuti Jr. Title President

Signature Page to Trademark Assignment

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**RECORDED: 10/31/2017** 

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