

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495523

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Weigh Scales, Inc.		08/01/2018	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	American Weigh Wholesale, Inc.		
Street Address:	2210 Ronald Reagan Blvd.		
City:	Cumming		
State/Country:	GEORGIA		
Postal Code:	30041		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3746104	AMERICAN WEIGH SCALES	
Serial Number:	77673365	AWS	
Registration Number:	3523126	NUTRIBALANCE	
CORRESPONDENCE DATA			
Fax Number:	7037399889		
<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:	7037399888		
Email:	dowell@dowellpc.com		
Correspondent Name:	Dowell & Dowell, P.C.		
Address Line 1:	2560 Huntington Avenue		
Address Line 2:	Suite 203		
Address Line 4:	Alexandria, VIRGINIA 22303		
NAME OF SUBMITTER:	Jeremy W. Miller, Reg. No. 72995		
SIGNATURE:	/Jeremy W. Miller/		
DATE SIGNED:	10/26/2018		
Total Attachments: 2			
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OP \$90.00 3746104

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between:

American Weigh Scales, Inc., a corporation organized and existing under the laws of South Carolina together with Lee Van Tine, an individual and owner of American Weigh Scales, Inc. (the "Assignor"); AND

American Weigh Wholesale, Inc., a corporation organized and existing under the laws of Georgia (the "Assignee").

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) application(s) (the "Trademark") in the United States Patent and Trademark Office (the "Territory") of which the particulars are set forth as follows:

Serial Number	Reg. Number	Word Mark
77673365	3746105	AWS
77673362	3746104	AMERICAN WEIGH SCALES
78563773	3054941	AMERICAN WEIGH
78703688	3094554	CD SCALE
78405261	3003982	BLADE SCALE
77673365	3746105	AWS
77132844	3523126	NUTRIBALANCE

WHEREAS, the Assignee desires to acquire from the Assignor the Trademark(s) Registration(s) in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, the Parties hereto agree, effective as of August 1, 2018, as follows:

1. For and in consideration of the sum of 1 US dollar (one US dollar only) paid by the Assignee to the Assignor (the receipt of which is hereby acknowledged), the Assignor does hereby assign to the Assignee all rights, title and interests derived from and in connection with the Trademark in the Territory.

2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the Territory.

The Assignor hereby conveys, transfers, and assigns to the Assignee all of the Assignor's right, title, and interest of whatever kind in the mark, together with the goodwill of the business relating to the products and services on which the marks are used and for which they are registered.

The Trademark is assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before

the court or national authorities, which may adversely affect the Trademark. The Assignor does not take any further guarantee.

3. The Assignor shall furnish the Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in the Assignee.

4. This Agreement shall come into effect on the date on which this Agreement is registered by the competent authority as required by the laws of the Territory. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional or approval that may be required in connection with the implementation of any portion of this Agreement.

5. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Georgia.

6. Any dispute, controversy or claim arising out of or relating to this Agreement, or breach, termination or invalidity hereof shall be settled through bona fide negotiations be

7. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.

8. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representatives.

For and on behalf of the Assignor

For and on behalf of the Assignee

Signature: _____

Signature: _____

By: Lee Van Tine _____

By: Gary Sahni _____

Title: President & Owner _____

Title: President & Owner _____