

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505409

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J M McConkey and Co Inc		01/08/2019	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Surain Industries Inc		
Street Address:	1615 Puyallup St		
City:	Sumner		
State/Country:	WASHINGTON		
Postal Code:	98390		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85427450	REARTH	
CORRESPONDENCE DATA			
Fax Number:			
<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:	253 299 7075		
Email:	d.moeller@mcconkeyco.com		
Correspondent Name:	Derek Moeller		
Address Line 1:	1615 Puyallup St		
Address Line 4:	Sumner, WASHINGTON 98390		
NAME OF SUBMITTER:	Derek Moeller		
SIGNATURE:	/derek moeller/		
DATE SIGNED:	01/10/2019		
Total Attachments: 6			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			
source=Trademark Assignment#page3.tif			
source=Trademark Assignment#page4.tif			
source=Trademark Assignment#page5.tif			
source=Trademark Assignment#page6.tif			

OP \$40.00 85427450

Trademark Assignment

This Trademark Assignment (hereinafter referred to as the "Assignment") is made and entered into on January 08, 2019 (the "Effective Date") by and between the following parties:

J.M. McConkey & Co., Inc.
a Washington C-Corporation
1615 Puyallup St
Sumner, Washington 98390

(the "Assignor")

AND

Surain Industries, Inc.
a Washington C-Corporation
1615 Puyallup St
Sumner, Washington 98390

(the "Assignee")

WHEREAS, the Assignor is the sole and rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration (collectively referred to as the Trademarks) set forth in **Exhibit A** attached hereto; and

WHEREAS, the Assignee desires to purchase or acquire the Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor and Assignee are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

1. ASSIGNMENT.

The Assignor does hereby sell, assign, transfer and set over to Assignee all of its right, title, and interest in and to the Trademarks in the United States and all jurisdictions outside the United States including, without limitation, the ongoing and existing portion of the Assignor's business associated with the Trademarks, together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to sue and recover for any past or continuing infringements or contract breaches related to the Trademarks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

The Assignor authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registrations and/or registration applications set forth in Exhibit A to Assignee as recipient of Assignors entire right, title and interest therein.

Assignor further agrees to upon the request and at the expense of Assignee: (a) cooperate with Assignee in the protection of the trademark rights and prosecution and protection of foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including registration applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Trademarks and any and all applications and registrations for the Trademarks.

2. WARRANTY.

Assignor warrants that Assignor is the legal owner of all right, title and interest in the Trademarks, that the Trademarks have not been previously pledged, assigned, or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW.

This Assignment is governed by, and is to be construed in accordance with the laws of the State of Washington.

4. ENTIRE AGREEMENT.

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

5. SEVERABILITY.

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

6. ADVICE OF COUNSEL.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

IN WITNESS whereof, the Assignor and Assignee have executed this Agreement as of the Effective Date.

Assignor:

By: [Signature]
J.M. McConkey & Co., Inc

Date: 1/9/19

Name: ANN-SARA McConkey

Title: COO

Assignee:

By: [Signature]
Surain Industries, Inc.

Date: 1/9/19

Name: Diana Moore

Title: Partner

[Notary Acknowledgement to Follow]

Exhibit A

List of Trademark/Service Mark

Trademark/Service mark: rEarth
Registration/Application number: 4142388
Dated: May 15, 2012

Assignor Acknowledgement

State of WASHINGTON)
County of PIERCE COUNTY)

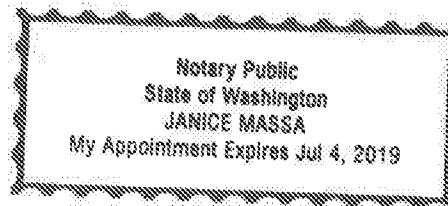
On 1-10-19 before me the undersigned Notary Public, personally appeared Stina McConkey ASSIGNOR, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice Massa (Notary Seal)
Notary Public

Jul 4, 2019
My commission expires



Assignee Acknowledgement

State of WASHINGTON)
County of PIERCE COUNTY)

On 1-10-19 before me the undersigned Notary Public, personally appeared Derek Moeller ASSIGNEE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Janice Massa (Notary Seal)
Notary Public

Jul 4, 2019
My commission expires

