

900490858 03/22/2019

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**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM515560

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
RODALE TECHNICAL SALES, INC.		03/20/2019	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VALTERRA PRODUCTS, LLC		
<b>Street Address:</b>	15230 S.F. Mission Blvd.		
<b>Internal Address:</b>	Suite 107		
<b>City:</b>	Mission Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91345		
<b>Entity Type:</b>	LLC: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3406781	MIGHTY CORD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(210) 415-4493		
<b>Email:</b>	makayiplaw@gmail.com		
<b>Correspondent Name:</b>	Christopher L. Makay		
<b>Address Line 1:</b>	914 Gentilz St.		
<b>Address Line 4:</b>	Castroville, TEXAS 78009		
<b>NAME OF SUBMITTER:</b>		Christopher L. Makay	
<b>SIGNATURE:</b>		/Christopher L. Makay/	
<b>DATE SIGNED:</b>		03/22/2019	
<b>Total Attachments: 2</b>			
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source=Executed Trademark Assignment for V-0100.84#page2.tif			

OP \$40.00 3406781

TRADEMARK ASSIGNMENT

WHEREAS, RODALE TECHNICAL SALES, INC., a New York corporation, whose business address is 4949 North Broadway, Suite 203, Boulder, CO 80304 (hereinafter referred to as "Assignor"), is the owner of U.S. Trademark Registration No. 3,406,781 for the mark MIGHTY CORD in International Class 9, which issued April 1, 2008, from Application No. 78/677,082 filed July 25, 2005; and

WHEREAS, VALTERRA PRODUCTS, LLC, a Delaware limited liability company, whose business address is 15230 S.F. Mission Blvd., Suite 107, Mission Hills, CA 91345 (hereinafter referred to as "Assignee"), in an Agreement dated June 30, 2014, agreed to purchase and did purchase all rights, title, and interest in, to and under the said Registration No. 3,406,781.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to it in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor, as per the Agreement dated June 30, 2014, hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the said Registration No. 3,406,781, including, without limitation, any registrations and applications therefor, and any renewals and extensions of the Registration, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the effective date of this Assignment set forth below or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the said Registration No. 3,406,781, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the said Registration No. 3,406,781.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the said Registration No. 3,406,781, free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

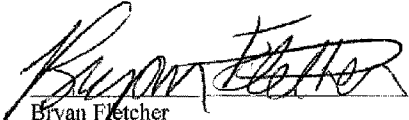
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all necessary and proper affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following (it being understood that any expense incident to the taking of such actions and the execution of such papers shall be borne by Assignee, its successors and assigns): (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the said Registration No. 3,406,781 and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (4) in the implementation or perfection of this Assignment.

ASSIGNOR: RODALE TECHNICAL SALES, INC.

4949 North Broadway  
Suite 203  
Boulder, CO 80304

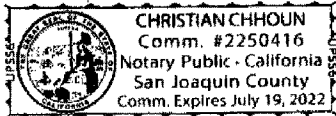
IN TESTIMONY WHEREOF, I hereunto set my hand this 20<sup>th</sup> day

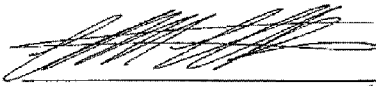
of March, 2019.

By:   
Bryan Fletcher  
Title: President

*California*  
STATE OF ~~COLORADO~~  
COUNTY OF *San Joaquin* San Joaquin

On this *20th* day of *March*, 2019, before me, a Notary Public, personally appeared Bryan Fletcher on behalf of RODALE TECHNICAL SALES, INC., to me known to be the person of that name, who signed the foregoing instrument, and he acknowledge the same to be his free act and deed.



  
Notary Public, State of ~~Ohio~~ *California*  
My Commission Expires: *July 19, 2022*