900502828 06/17/2019

900502828 06/17/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM527998

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MARK HEYWARD		05/01/2019	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	TIMBERWOLF NATURALS LLC		
Street Address:	13506 Summerport Village Parkway # 408		
City:	Windermere		
State/Country:	FLORIDA		
Postal Code:	34786		
Entity Type:	Limited Liability Company: Wyoming		

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark		
Registration Number:	3479214	OCEAN BLUE		
Registration Number:	3391589	BLACK FOREST		
Registration Number:	3369368	SERENGETI		
Registration Number:	3209267	SERENGETI		
Registration Number:	3209089	TIMBERWOLF ORGANICS .		
Registration Number:	4146969	WOLF TRACKS		
Registration Number:	3803034	FOLLOW YOUR INSTINCTS		
Registration Number:	3803032	TIMBERWOLF		
Registration Number:	3939854	TREAT ME NATURALLY		
Registration Number:	3948239	WILD ELEMENTS		
Registration Number:	3929059	WILD & NATURAL		
Registration Number:	5632125	OMEGABLUE		
Registration Number:	3901147	HERITAGE		
Registration Number:	3936336	PET FOODS THE WAY NATURE INTENDED		
Registration Number:	4209902	PREY DRIVE		
Registration Number:	5745798	HERITAGE		

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK REEL: 006674 FRAME: 0491

OP \$415.00 34792

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: timberwolforganicstm@yahoo.com

Correspondent Name: Timberwolf Naturals LLC

Address Line 1: 13506 Summerport Village Parkway # 408

Address Line 4: Windermere, FLORIDA 34786

NAME OF SUBMITTER: Rozina Choudhry

SIGNATURE: /Rozina Choudhry/

DATE SIGNED: 06/17/2019

Total Attachments: 3

source=TIMBERWOLF - USA ASSIGNMENT CONTRACT - SIGNED 06-19#page1.tif source=TIMBERWOLF - USA ASSIGNMENT CONTRACT - SIGNED 06-19#page2.tif source=TIMBERWOLF - USA ASSIGNMENT CONTRACT - SIGNED 06-19#page3.tif

TRADEMARK REEL: 006674 FRAME: 0492

TRADEMARK ASSIGNMENT

This Agreement is by and between Estate of Mark Heyward ("Assignor"), and Timberwolf Naturals LLC ("Assignee").

WHEREAS, Assignor, is the owner of certain trademark(s) identified as follows: 16 Marks per attached list the ("Trademark(s)"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark(s).

NOW, the parties agree as follows:

- Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark(s), all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark(s).
- Consideration In consideration for the assignment set forth in Section 1, Assignce shall pay Assignor the sum of \$1.00 payable on 05/01/2019
- 3. <u>Representations and Warranties</u>. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Agreement;
 - Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
 - (c) The Trademarks are free of any ilens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
- 5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

TRADEMARK REEL: 006674 FRAME: 0493

- 6. Amendment. This Agreement may be amended only by a writing signed by both parties.
- 7. Sexscability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 8. Assissment to Perform Necessary Acts. Assistnee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. Governing Law This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of Florida.

Date: 05/01/2019

ASSIGNEE

Timberwolf Naturals LLC

ASSIGNOR

Estate of Mark Heyward

Signature

Printed Name

Printed Name

Proposition Trans. 9900.008 90-15-0

Trademarks Report

RECORDED: 06/17/2019

TRADEMARK REEL: 006674 FRAME: 0495