

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529408

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heitman Holdings, Inc.		11/26/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Heitman Brooks II, LLC		
Street Address:	1850 Parco Avenue		
City:	Ontario		
State/Country:	CALIFORNIA		
Postal Code:	91761		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3808798	BROOKS PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<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:	9497600404		
Email:	efiling@knobbe.com		
Correspondent Name:	Gregory B. Phillips		
Address Line 1:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 2:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
NAME OF SUBMITTER:	Gregory B. Phillips		
SIGNATURE:	/gregory phillips/		
DATE SIGNED:	06/26/2019		
Total Attachments: 2			
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OP \$40.00 3808798

CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment (referred to herein as “Confirmatory Assignment”), is by and between HEITMAN HOLDINGS, INC., a California corporation, having a place of business at 2830 E. Coronado Street, Anaheim, California 92806 (hereinafter “ASSIGNOR”), and HEITMAN BROOKS II, LLC, a California limited liability company, having a place of business at 1850 Parco Avenue, Ontario, California 91761 (hereinafter “ASSIGNEE”) (collectively referred to as the “Parties”), and is intended to confirm the transfer of trademark assets by the Intellectual Property Purchase and Sale Agreement previously executed between the Parties.

WHEREAS, ASSIGNOR had adopted, had used, and/or had rights in, and/or has adopted, has used, is using, and/or has rights in the BROOKS PRODUCTS trademark in the U.S. in the states of California, Oregon, Washington, Idaho, Arizona, Nevada, Utah, New Mexico, Colorado, Wyoming, Montana, Alaska and Hawaii only (collectively the “Territory”), and all other rights appurtenant thereto in the Territory, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement, and has not abandoned the same (hereinafter referred to as “Trademark”);

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark in the Territory and has not abandoned the same;

WHEREAS, ASSIGNOR owned United States Trademark Registration No. 3808798 for the Trademark (hereinafter referred to as “Registration”);

WHEREAS, ASSIGNEE desired to acquire, and has acquired, the Trademark and Registration, including all goodwill pertinent thereto, concurrent with the transfer of certain tangible assets as indicia of said goodwill, as of the date of the Intellectual Property Purchase and Sale Agreement, namely, November 26, 2018 (“Effective Date”); and

WHEREAS, ASSIGNOR was and is willing to assign, and has assigned, to ASSIGNEE the Trademark and Registration, concurrent with the transfer of certain tangible assets as indicia of said goodwill, as of the Effective Date.

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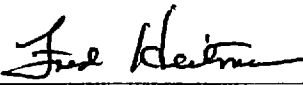
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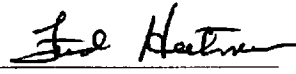
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NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns and sells, and confirms that it has assigned and sold, to ASSIGNEE all right, title, and interest as ASSIGNOR may possess, or possessed, in and to the Trademark and Registration, including the transfer of certain tangible assets as indicia of said goodwill that ASSIGNOR has developed in the Trademark in the Territory, along with the business and goodwill to which the Trademark pertains as of the Effective Date; and any and all other rights appurtenant thereto in the Territory, including but not limited to, any and all common law rights, causes of action, the right to recover for past infringement, and all other associated goodwill, which is ongoing and existing as of the Effective Date.

HEITMAN HOLDINGS, INC.
(Assignor)

HEITMAN BROOKS II, LLC
(Assignee)

By: 
Name: FRED HEITMAN
Title: PRESIDENT
Date: 6/10/2019

By: 
Name: FRED HEITMAN
Title: CHAIRMAN
Date: 6/10/2019

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