

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529414

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 Brooks II, LLC		11/30/2018	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Jensen Enterprises, Inc. dba Jensen Precast		
Street Address:	825 Steneri Way		
City:	Sparks		
State/Country:	NEVADA		
Postal Code:	89432		
Entity Type:	Corporation: NEVADA		
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 BROOKS II, LLC, a California limited liability company, having a place of business at 1850 Parco Avenue, Ontario, California 91761 (hereinafter "ASSIGNOR"), and JENSEN ENTERPRISES, INC. dba JENSEN PRECAST, a Nevada corporation, having a place of business at 825 Steneri Way, Sparks, Nevada 89432 (hereinafter "ASSIGNEE") (collectively referred to as the "Parties"), and is intended to confirm the transfer of trademark assets by the Asset Purchase 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, Hawaii, Louisiana, Mississippi, and Tennessee west of the Tennessee River only, and in Canada (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 and Canadian Trademark Registration No. TMA184922, both for the Trademark (hereinafter referred to as "Registrations");

WHEREAS, ASSIGNEE desired to acquire, and has acquired, the Trademark and Registrations, including all goodwill pertinent thereto, concurrent with the transfer of certain tangible assets as indicia of said goodwill, as of November 30, 2018 ("Effective Date"), which was the agreed upon Closing Date as defined in the Asset Purchase Agreement entered into by the Parties on September 13, 2018; and

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

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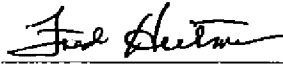
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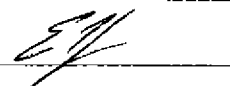
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NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby assigns and sells, and confirms that it has assigned and sold, to ASSIGNEE all right, title, and interest as ASSIGNOR may possess, or possessed, in and to the Trademark and Registrations, 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 BROOKS II, LLC
(Assignor)

JENSEN ENTERPRISES, INC.
dba JENSEN PRECAST
(Assignee)

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

By: ERIC L. JENSEN
Name: 
Title: PRESIDENT
Date: 6-21-19

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