

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN WEIGH SCALES, INC.		08/01/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	AMERICAN WEIGH WHOLESALE INC.		
Street Address:	2210 Ronald Reagan Blvd.		
City:	Cumming		
State/Country:	GEORGIA		
Postal Code:	30041		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4618003	BODIGI	
Registration Number:	4629140	BODIGI	
CORRESPONDENCE DATA			
Fax Number:	7037399889		
<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:	7037399888		
Email:	dowell@dowellpc.com		
Correspondent Name:	Dowell & Dowell, P.C.		
Address Line 1:	2560 Huntington Avenue		
Address Line 2:	Suite 406		
Address Line 4:	Alexandria, VIRGINIA 22303		
NAME OF SUBMITTER:	Jeremy W. Miller		
SIGNATURE:	/Jeremy W. Miller/		
DATE SIGNED:	09/04/2019		
Total Attachments: 4			
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WORLDWIDE TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement ("Assignment") is made by American Weigh Scales, Inc., a Georgia corporation having a place of business at 3285 Saturn Court, Norcross, Georgia 30092 (the "Assignor"), in favor of American Weigh Wholesale Inc., a Georgia corporation having a place of business at 2210 Ronald Reagan Blvd, Cumming, GA, 30041 (the "Assignee").

WHEREAS, the Assignor is the owner of the marks set forth in the trademark applications and trademark registrations listed on Exhibit A attached hereto (the "Trademarks");

WHEREAS, the Assignor has agreed to sell, convey, assign, and transfer to the Assignee all of its right, title and interest in and to the Trademarks;

WHEREAS, the Assignee desires to acquire all right, title and interest, the goodwill symbolized by the Trademarks, and the registration of the Trademarks,

NOW, THEREFORE, in consideration in the sum of \$1.00 USD and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. The Assignor hereby sells, assigns, transfers and conveys to the Assignee the entire right, title, interest in and to:

- (a) the Trademarks in the United States and throughout the world;
- (b) the goodwill of the business connected with and symbolized by the Trademarks in the United States and throughout the world;
- (c) all applications and registrations for the Trademarks anywhere in the world, including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks; and
- (d) the right to damages for any infringement, including past infringement, of any of the Trademarks.

2. The Assignee hereby accepts the sale, assignment, transfer and conveyance by the Assignor of the entire right, title, and interest in and to the preceding items (a) – (d). The Assignor and Assignee agree that the transfer of rights as listed in the preceding items (a) – (d) has been made as of August 1, 2018.

3. The Assignor warrants that it is the legal owner of all right, title and interest in the Trademarks, and that the Assignor has not previously pledged, assigned, or encumbered any of the Trademarks. The assignment of the Trademarks from the Assignor to the Assignee shall not cause any infringement of industrial property rights of any third party in the jurisdiction(s) covered by the Trademarks.

4. The Trademarks are assigned in their present legal status, which is known to the Assignor. To the Assignor's best knowledge there are no parties who are using the Trademarks, own registrations or pending applications for registration of the Trademarks, and there are no pending cases before courts or national authorities which may adversely affect the Trademarks. The Assignor does not take any further guarantee.

5. The Assignor further warrants that it will, without demanding any further consideration therefor, at the request but at the expense of the Assignee, do all lawful and just acts, including executing and acknowledging instruments, furnishing information, and giving testimony that may be or become necessary for maintaining and perfecting the Assignee's rights to the Trademarks, such as in cases of opposition, cancellation, and litigation.

6. The parties hereto acknowledge that this Assignment may need to be recorded to effectuate the transfer of ownership set forth herein. This parties hereto further acknowledge that this Assignment may be executed in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or e-mail transmission, which transmission shall be deemed delivery of an originally executed document.

7. This Assignment and all amendments, modifications, alterations, or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of Georgia.

8. Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach, or determination of invalidity hereof shall be settled through bona fide negotiations before filing with a court.

9. Each Party acknowledges that it has read this Assignment, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Assignment on its behalf is duly authorized to enter into this Assignment.

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed on their behalf by their duly authorized officers and representatives.

For and on behalf of the Assignor

Signature:  _____

By: Lee Van Tine
Title: President & Owner

For and on behalf of the Assignee

Signature:  _____

By: Gary Sahni
Title: President & Owner

Exhibit A

Trademarks	Application No.	Registration No.	Jurisdiction
BODIGI	85/694,086	4,629,140	USA
BODIGI & design	85/694,084	4,618,003	USA