

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581638

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	06/01/2020

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bond Manufacturing Co., Inc.		06/12/2020	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Pro-Mark, LLC
Street Address:	845 Overland Drive
City:	North Salt Lake
State/Country:	UTAH
Postal Code:	84054
Entity Type:	Limited Liability Company: UTAH

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	3261213	BOND
Registration Number:	3392004	BOND
Registration Number:	3684493	BOND
Registration Number:	3741198	BOND
Registration Number:	3781973	GARDEN IQ SERIES
Registration Number:	3793924	GARDEN IQ SERIES
Registration Number:	4104074	CARBONITE
Registration Number:	4293391	BLOOM
Registration Number:	4455969	BLOOM
Registration Number:	4507452	SYNCDRIVE
Registration Number:	4514768	WINDZILLA
Registration Number:	4514770	GRASSZILLA
Registration Number:	4538807	ACCUSCAPE
Registration Number:	4621447	BRYANT
Registration Number:	4625774	SPLASH
Registration Number:	4677674	BLOOM
Registration Number:	4709720	NO KINK
Registration Number:	4714168	ZERO KINK

OP \$590.00 3261213

Property Type	Number	Word Mark
Registration Number:	4746070	BOND
Registration Number:	4749962	TANGLE FREE
Registration Number:	4832338	XTREMEGRIP
Registration Number:	4906379	TITANIUM
Registration Number:	5046545	SMART SAUCER

CORRESPONDENCE DATA

Fax Number: 8015371799
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.
Phone: 8015187629
Email: rapp@austin-rapp.com
Correspondent Name: Robert S. Rapp
Address Line 1: 170 S. Main, Suite 735
Address Line 4: Salt Lake City, UTAH 84101

NAME OF SUBMITTER:	Robert S. Rapp
SIGNATURE:	/Robert S. Rapp, Reg. No. 45393/
DATE SIGNED:	06/17/2020

Total Attachments: 11

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "IP Assignment"), effective as of June 1, 2020, by and between Bond Manufacturing Co., Inc., a California corporation (the "Assignor"), formerly known as Bond Manufacturing Co., which entity has at times, through inadvertent error, been referred to as Bond Manufacturing; Bond Manufacturing Co Inc; Bond Manufacturing Company; Bond Manufacturing, Co.; or Bond Manufacturing, Co., Inc., as indicated in the accompanying Declaration of Cameron Jenkins, which is included as Attachment 1, and Pro-Mark, LLC, a Utah limited liability company ("Assignee").

WITNESSETH

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of June 1, 2020, by and among Assignor and Assignee (the "Purchase Agreement"), Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Purchased Property, including certain registered intellectual property and applications for registration of intellectual property, including the patents and patent applications set forth on Schedule A (collectively, the "Patents"), the registered and pending trademarks and service marks set forth on Schedule A, including common law rights to the extent available under Applicable Law (collectively, the "Trademarks"), and the internet domain names set forth on Schedule A (collectively, the "Domain Names"); and

WHEREAS, the parties wish to execute and deliver this IP Assignment for the purpose of assigning all of Assignor's right, title and interest in and to the Patents, Trademarks, and Domain Names from Assignor to Assignee; and

WHEREAS, the terms of the Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Patents, including (i) any and all rights of priority thereto and renewals thereof; (ii) all patents and patent applications to which any of the Patents claim priority and all patents and patent applications claiming priority to any of the foregoing; and (iii) all causes of action related to the Patents, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default. Assignor further consents to recordation of this IP Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign offices.

2. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks set forth on Schedule A, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) all causes of action related to the Trademarks, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing. Assignor further consents to recordation of this Assignment by Assignee, including with the U.S. Patent and Trademark Office or other similar foreign office.

3. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Domain Names, including the right to renew such registrations and the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing.

4. Assignor shall execute and deliver such further conveyance instruments and take such further actions as may be reasonably necessary to evidence more fully the present transfer of the Patents, Trademarks, and Domain Names, including, without limitation and at Assignee's expense (i) completing all automated procedures and documentation as may be reasonably required to effectuate the transfer of the Domain Names, and (ii) providing testimony in connection with any proceeding affecting the right, title, or interest of Assignee in the Patents, Trademarks, and/or the Domain Names.

5. Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all ownership rights in and to the Patents and Trademarks to Assignee as assignee of Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

6. This IP Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Purchase Agreement. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, or the terms of, the Purchase Agreement, the Support Agreement or the Transaction Documents. In the event of any conflict between the Purchase Agreement and this IP Assignment, the provisions of the Purchase Agreement shall control.

7. The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

8. The officer that executes this IP Assignment on behalf of Assignor is authorized to bind and obligate each of the entities defined herein as part of Assignor. The officer that executes this IP Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.

9. Each of the parties hereto agree to cooperate and to execute and deliver to the other parties such further instruments, and to take such further actions as may be reasonably requested by such other parties to evidence and reflect the transactions contemplated by this Agreement.


10. Section 12 of the Purchase Agreement is hereby incorporated by reference, *mutatis mutandis*.

11. This IP Assignment supersedes and replaces any and all assignments previously executed by the Parties in relation to the intellectual property identified in Schedule A.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment Agreement, which is effective as of the date first set forth above.

Bond Manufacturing Co., Inc.

By: 
Name: Cameron Jenkins
Title: President

State of CALIFORNIA)

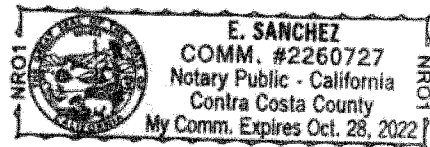
) ss.

County of CONTRA COSTA)

On 6/10/20, before me, Elena Sanchez, Notary Public, personally appeared Cameron Jenkins, personally known to me or proved to me on the basis of satisfactory evidence of identification, which were drivers license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public



My Commission Expires: 10/28/22

Place Notary Seal Above

IN WITNESS WHEREOF, the undersigned has executed this Intellectual Property Assignment Agreement, which is effective as of the date first set forth above.

Pro-Mark, LLC

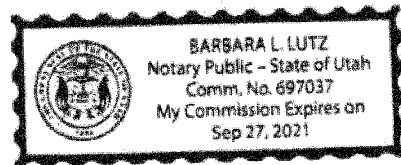
By: [Signature]
Name: Paul Archibald
Title: President

State of Utah)
) ss.
County of Davis)

On 6/12/2020, before me, Barbara L. Lutz, Notary Public, personally appeared Paul Archibald personally known to me or proved to me on the basis of satisfactory evidence of identification, which were not applicable, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



My Commission Expires: Sep 27, 2021

Place Notary Seal Above

ATTACHMENT 1

Declaration of Cameron Jenkins

I declare under penalty of perjury as follows:

1. I am the President of Bond Manufacturing Co., Inc., a California corporation ("Bond"). Bond changed its name from "Bond Manufacturing Co." to "Bond Manufacturing Co., Inc." as of July 23, 2015.

2. Bond is the owner of the intellectual property identified in Schedule A of this declaration. In addition, to its legal names (*i.e.*, "Bond Manufacturing Co." and "Bond Manufacturing Co., Inc."), Bond was, through inadvertent error, identified by one or more of the following names on or in connection with a number of patents and trademarks identified in Schedule A:

Bond Manufacturing
Bond Manufacturing Co Inc
Bond Manufacturing Company
Bond Manufacturing, Co.
Bond Manufacturing, Co., Inc.

3. I affirm that each of the foregoing names when used on or in connection with the intellectual property identified in Schedule A refers to Bond and not to another entity.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Declaration of Cameron Jenkins.

By: [Signature]
Cameron Jenkins

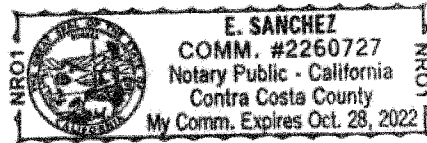
State of California)

County of CONTRA COSTA) ss.

On 6/10/20, before me, Elena Sanchez, Notary Public, personally appeared Cameron Jenkins, personally known to me or proved to me on the basis of satisfactory evidence of identification, which were drivers license, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Signature of Notary Public



My Commission Expires: 10/28/22

Place Notary Seal Above

Schedule A

PATENTS

<u>Country</u>	<u>Title</u>	<u>Application No.</u>	<u>File Date</u>	<u>Patent No.</u>
US	Silicone grip for garden tools	29/530030	6/12/2015	D760042
US	Silicone grip for watering nozzle	29/532542	7/8/2015	D764025
US	Silicone grip for garden tools	29/530025	6/12/2015	D767968
US	Silicone grip for garden tools	29/530034	6/12/2015	D783374
US	Silicone grip for garden tools	29/530037	6/12/2015	D784780

TRADEMARKS

<u>Country</u>	<u>Mark</u>	<u>File Date</u>	<u>Registration No.</u>
USA	Accuscape	10/18/2012	4538807
USA	Accuscape Proseries	2/22/2018	5678000
USA	AEROFLEX EXPANDING GARDEN HOSE	2/11/2016	5097198
USA	ANTI KINK	10/26/2015	5148390
USA	Bloom	2/3/2014	4677674
USA	bloom	3/7/2018	5625978
USA	Bloom	3/14/2012	4293391
International	Bloom		1 288 218
USA	Bloom	7/11/2012	4455969

<u>Country</u>	<u>Mark</u>	<u>File Date</u>	<u>Registration No.</u>
USA	Bond (stylized)	8/8/2005	3261213
USA	Bond	8/4/2005	3392004
USA	Bond	8/4/2005	3684493
USA	Bond (stylized)	8/8/2005	3741198
USA	Bond	1/24/2015	4746070
USA	Bond (stylized)		5508724
USA	Bond	2/15/2018	5519694
USA	Bryant	6/16/2011	4621447
USA	Carbonite	10/27/2010	4104074
Canada	Carbonite Canada	12/19/2011	TMA807454
USA	ControlGrip	3/14/2016	5162664
USA	Duraflex	6/10/2016	5247591
USA	Duraflexpro	2/28/2018	5629503
USA	Exojacket	9/23/2016	5191038
USA	Garden IQ Series	7/23/2008	3781973
USA	Garden IQ Series	7/23/2008	3793924
USA	GrassZilla	10/22/2103	4514770
USA	GripHook	3/14/2016	5130432
USA	Hydralite	12/31/2014	5191320
USA	Insta brace	2/22/2018	5682018
USA	NO KINK	6/4/2013	4709720
USA	Polyfusion Technology	10/26/2015	5033196
USA	Quick Repair Couplings	2/1/2017	5440010
USA	SMART PRUNER	8/16/2016	5156155

<u>Country</u>	<u>Mark</u>	<u>File Date</u>	<u>Registration No.</u>
USA	SMART SAUCER	6/5/2015	5046545
USA	SnakeWand	3/10/2016	5045609
USA	SPLASH	6/20/2013	4625774
USA	SyncDrive	2/5/2013	4507452
USA	Tanglefree	1/2/2015	4749962
USA	Titanium	10/31/2014	4906379
USA	Weed Out	8/20/2015	4958897
USA	WINDZILLA	10/22/2013	4514768
USA	XTREME STEP	12/2/2017	5195777
USA	XtremeGrip	2/12/2013	4832338
USA	Yachtsman	7/20/2016	5247682
USA	ZERO KINK	6/3/2013	4714168
USA	Bond	3/25/2020	Pending; Application No.: 88847870
USA	Bloom	6/13/2019	Pending; Application No.: 88472768
USA	Performance	10/21/2019	Pending; Application No.: 88662823
USA	Safecation	3/20/2020	Pending; Application No.: 88842060
Canada	AEROFLEX & DESIGN	3/7/2018	TMA1077899
Canada	Bloom	3/7/2018	Pending; Application No.: 1886703
Canada	Bond	2/16/2018	Pending; Application No.: 1883731
Canada	Polyfusion technology	3/7/2018	TMA1077898
Canada	Snakewand	3/7/2018	TMA1077010
Canada	Duraflex	5/2/2018	Pending; Application No.: 1897076
Australia	Bloom	2/14/2014	1606142
EUIPO	Bloom	2/14/2014	12600094

<u>Country</u>	<u>Mark</u>	<u>File Date</u>	<u>Registration No.</u>
International	bloom	12/14/2015	1323329
International	AccuScape (International)	2/7/2017	1347578
International	POLYFUSION TECHNOLOGY	10/11/2017	1374763
International	Exojacket	10/11/2017	1374962
International	SnakeWand	10/11/2017	1375137
International	DURAFLEX	10/11/2017	1376835
International	SyncDrive	10/11/2017	1379970
International	Bloom	10/11/2017	1380229
International	CARBONITE	10/11/2017	1412596
New Zealand	bloom	12/14/2015	1037601
New Zealand	bloom	12/14/2015	1057385
New Zealand	AccuScape	2/7/2017	1068069
New Zealand	POLYFUSION TECHNOLOGY	10/11/2017	1080396
New Zealand	Exojacket	10/11/2017	1080824
New Zealand	SnakeWand	10/11/2017	1080843
New Zealand	DURAFLEX	10/11/2017	1081400
New Zealand	SyncDrive	10/11/2017	1082971
New Zealand	bloom	10/11/2017	1083003
New Zealand	CARBONITE	2/14/2014	1097588