

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594900

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|---|--|--|--------------------|
| SUBMISSION TYPE: | RESUBMISSION | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| RESUBMIT DOCUMENT ID: | 900554508 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Judson Smith | | 06/17/2020 | INDIVIDUAL: |
| RECEIVING PARTY DATA | | | |
| Name: | Smith Intellectual Property, LLC | | |
| Street Address: | 6411 S. River Dr. Unit 21 | | |
| City: | Tempe | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85283 | | |
| Entity Type: | Limited Liability Company: INDIANA | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5782266 | CHIPPO | |
| Registration Number: | 5782295 | CHIPPO | |
| Registration Number: | 5782265 | CHIPPO'S | |
| Registration Number: | 5782294 | CHIPPO'S CHIPPO THE BEST IN HOMEMADE FRE | |
| Registration Number: | 5864581 | THE BEST IN HOMEMADE FRESH MEXICAN KICK- | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | docketdept@uspatent.com | | |
| Correspondent Name: | WOODARD EMHARDT HENRY REEVES & WAGNER LLP | | |
| Address Line 1: | 111 MONUMENT CIRCLE | | |
| Address Line 2: | SUITE 3700 | | |
| Address Line 4: | INDIANAPOLIS, INDIANA 46204 | | |
| ATTORNEY DOCKET NUMBER: | 7638-6,-7,-8,-10,-12 | | |
| NAME OF SUBMITTER: | Mary Motyka | | |
| SIGNATURE: | /mary motyka/ | | |
| DATE SIGNED: | 08/31/2020 | | |

Total Attachments: 3

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ASSIGNMENT

1. DEFINITIONS

- 1.1 **ASSIGNOR** means Judson Smith, an individual having a principal place of residence at 6411 S. River Dr., Unit 21, Tempe, AZ 85283 as well as its successors and/or assigns.
- 1.2 **ASSIGNEE** means Smith Intellectual Property, LLC, a corporation of Indiana having a principal place of business at 6411 S. River Dr., Unit 21, Tempe, AZ 85283 as well as its successors and/or assigns.
- 1.3 **TRADEMARKS** means the one or more trademarks identified in Appendix A.
- 1.4 **GEOGRAPHIC SCOPE** means worldwide including, but not limited to, member nations of the PCT and non-member nations of the PCT as well as their territories.
- 1.5 **EFFECTIVE DATE** means the date this assignment is signed by the ASSIGNOR.

2. ASSIGNMENT OF RIGHTS

- 2.1 **Consideration.** The ASSIGNOR hereby acknowledges receipt of good, valuable, and sufficient consideration from the ASSIGNEE for this assignment.
- 2.2 **Intellectual Property.** The ASSIGNOR hereby assigns to the ASSIGNEE all its rights, title, and interest in and/or to the TRADEMARKS, including all Goodwill associated with the TRADEMARKS.
- 2.3 **Infringement and Misappropriation.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future causes of action for infringement of the TRADEMARKS, whether the infringement and/or misappropriation is committed and/or the cause of action comes into existence before, during, or after the EFFECTIVE DATE.
- 2.4 **Remedies.** The ASSIGNOR hereby assigns to the ASSIGNEE all past, present and future remedies for infringement and/or misappropriation of the TRADEMARKS, including damages, royalties, and profits.
- 2.5 **Scope.** All assignments and/or other transfers of rights and/or title, both legal and equitable, made herein are to the full extent of the GEOGRAPHIC SCOPE such that no right, title, and interest remain with the ASSIGNOR.

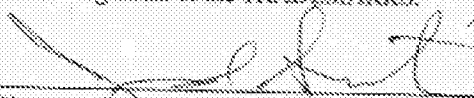
3. MISCELLANEOUS

- 3.1 **Severability.** If any provision of this assignment is ruled invalid and/or unenforceable by a court, such decision shall not affect the validity and/or enforceability of the remaining provisions this assignment.
- 3.2 **Effective Date.** This assignment is hereby made effective as of the date this assignment is executed by both parties.


ASSIGNMENT

Assignee:

Assignee hereby accepts the sale, transfer and assignment of the TRADEMARKS.


Signature (Assignee)
Printed Name: Judson Smith
Title: PRESIDENT - MANAGING PARTNER
Company: SMITH INTELLECTUAL PROPERTY LLC
Date: 17 day of JUNE, 2020

Assignor:

Judson Smith
Signature (Assignor)
Printed Name: 
Title: OWNER INDIVIDUAL
Company: N/A
Date: 17 day of JUNE, 2020

ASSIGNMENT

Appendix A

| Trademark No. | Country | Registered | Mark |
|---------------|---------------|--------------------|---|
| 5,782,266 | United States | June 18, 2019 | CHIPPO |
| 5,782,293 | United States | June 18, 2019 | CHIPPO (design) |
| 5,782,265 | United States | June 18, 2019 | CHIPPO'S |
| 5,782,294 | United States | June 18, 2019 | CHIPPO HIPPO (design) |
| 5,864,581 | United States | September 17, 2019 | THE BEST IN HOMEMADE FRESH MEXICAN KICK-STARTERS |