

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900568324		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aloha, LLC		06/17/2020	Limited Liability Company:
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: 1			
Property Type	Number	Word Mark	
Registration Number:	1903496	AXLELESS	
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>			
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Correspondent Name:	WOODARD EMHARDT HENRY REEVES & WAGNER LLP		
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Address Line 4:	INDIANAPOLIS, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	7635-8		
NAME OF SUBMITTER:	Mary Motyka		
SIGNATURE:	/mary motyka/		
DATE SIGNED:	12/14/2020		
Total Attachments: 3			
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ASSIGNMENT

1. DEFINITIONS

1.1 **ASSIGNOR** means Aloha, LLC, a Limited Liability Company of Indiana having a principal place of business at 1220 N. Jackson Street, Greencastle, IN 46135 as well as its successors and/or assigns.

1.2 **ASSIGNEE** means Smith Intellectual Property, LLC, a Limited Liability Company 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:


Signature (Assignor)

Printed Name: Judson Smith

Title: PRESIDENT - MANAGING PARTNER

Company: DEONA LLC

Date: 17 day of JUNE, 2020

ASSIGNMENT

Appendix A

Trademark No.	Country	Registered	Mark
1,903,496	United States	July 4, 1995	AXLELESS
761,622	Canada	March 17, 2010	AXLELESS