

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621263

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Assignor Name previously recorded on Reel 000115 Frame 0190. Assignor(s) hereby confirms the Assignment. | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| NISSEN SPORTS ACADEMY, INC. | | 09/19/1996 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | HUNTER'S SPECIALTIES, INC. | | |
| Street Address: | 6000 Huntington Court NE | | |
| City: | Cedar Rapids | | |
| State/Country: | IOWA | | |
| Postal Code: | 52402 | | |
| Entity Type: | Corporation: IOWA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1980511 | BUNSAVER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2403594879 | | |
| <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: | 912.257.4864 | | |
| Email: | docketing@jmin-iplaw.com | | |
| Correspondent Name: | JOHNSON, MARCOU, ISAACS & NIX, LLC | | |
| Address Line 1: | P.O. BOX 691 | | |
| Address Line 4: | HOSCHTON, GEORGIA 30548 | | |
| NAME OF SUBMITTER: | Kevin J. Gates | | |
| SIGNATURE: | /Kevin J. Gates/ | | |
| DATE SIGNED: | 01/20/2021 | | |
| Total Attachments: 9 | | | |
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| source=USTMRF001515-0190#page4.tif | | | |

OP \$40.00 1980511

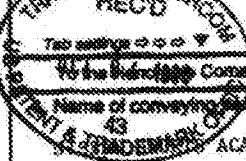
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M210-6-96

To the Commissioner of Patents and Trademarks
 Name of conveying party(ies):
 43
 ACADEMY, INC.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Iowa
 Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: September 19, 1996

2. Name and address of receiving party(ies):

Name: HUNTER'S SPECIALTIES, INC.

Internal Address:

Street Address: 6000 Huntington Court NE

City: Cedar Rapids State: IA Zip: 52402

- Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State - Iowa
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,980,511

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald E. Schonmover, Esq.

Internal Address:

STEWINS, PERRINE, ALBRIGHT & ELLWOOD, P.L.C.

Street Address: 115 Third Street SE
 Suite 1200

City: Cedar Rapids State: IA Zip: 52401-1266

6. Total number of applications and registrations involved: 1

7. Total fee (\$7 CFR 3.41): \$ 40.00

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 15-2260

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

DONALD E. SCHONMOVER
 Name of Person Signing

Donald E. Schonmover Oct. 1, 1996
 Signature Date

Total number of pages comprising cover sheet: 9

OMB No. 0651-0011 (Imp. 4-94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADE MARK

4/0/481/D



ASSIGNMENT

WHEREAS, NISSEN SPORTS ACADEMY, INC., an Iowa corporation, having its principal offices at San Diego, California, has adopted, used and is using, and is the owner of the following trademark which has been registered in the United States Patent and Trademark Office:

| Trademark | Registration No. | Issued |
|-----------|------------------|---------------|
| Bunsaver | 1,980,511 | June 18, 1996 |

and, WHEREAS, HUNTER'S SPECIALTIES, INC., an Iowa corporation, having its principal offices at 6000 Huntington Court NE, Cedar Rapids, Iowa 52402, is desirous of acquiring said trademark.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, NISSEN SPORTS ACADEMY, INC. does hereby assign to HUNTER'S SPECIALTIES, INC. all right, title and interest in and to said trademark, together with the goodwill of the business symbolized by said trademark and said application to register said trademark, including all common law rights and all claims for damages by reason of past infringement of said mark, with the right to sue and collect therefor.

The Commissioner of Patents and Trademarks is requested to record this Assignment.

Executed this 19th day of September, 1996.

NISSEN SPORTS ACADEMY, INC.

By: George Nissen
GEORGE NISSEN, President

STATE OF _____)
COUNTY OF _____)

ss:

On this _____ day of _____, 1996, personally appeared GEORGE NISSEN, to me known and known to me to be the President of NISSEN SPORTS ACADEMY, INC., the assignor above-named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

My Commission Expires:

NOTARY PUBLIC

See attached

SALES AGREEMENT
NISSEN SPORTS ACADEMY, INC.

AND

HUNTER'S SPECIALTIES, INC.

This Agreement made and entered into on this 19TH day of SEPTEMBER, 1996, by NISSEN SPORTS ACADEMY, INC., an Iowa corporation (hereinafter referred to as "Nissen") and HUNTER'S SPECIALTIES, INC., an Iowa corporation (hereinafter referred to as "Hunter's").

R E C I T A L S

Hunter's and Nissen are parties to an Amended and Restated License Agreement dated April 4, 1996 ("License Agreement").

The License Agreement grants Hunter's a license to manufacture, market and sell Nissen's patented seat cushion under the trademark "Bunsaver".

Hunter's desires to acquire the trademark "Bunsaver" and the goodwill associated therewith for use in the marketing of the seat cushion.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, the parties do hereby agree as follows:

TRADEMARK
REEL: 1515 FRAME: 0192

TRADEMARK
REEL: 007165 FRAME: 0546

A G R E E M E N T

1. Definitions. As used above and throughout this Agreement, the following terms shall have the meanings as hereinafter defined:

(i) "Patent" shall mean U. S. Patent No. 5,033,133 issued on July 23, 1991, which is owned by Nissen (George Nissen - Inventor), and all renewals, continuations and extensions thereof.

(ii) "Trademarks" shall mean the marks, including trade-dress, logos and designs, including those which contain the term "Bunsaver" and variations thereof, and all renewals and extensions thereof, including, without limitation, United States Trademark Registration No, 1,980,511.

(iii) "Seat Cushion" shall mean the seat cushion disclosed and claimed in the Patent.

(d) "Fiscal Year" shall mean the twelve (12) month period commencing on December 1 of each year and ending on November 30 of each year.

2. Purchase of Trademarks. Upon the execution of this Agreement, Nissen agrees to sell to Hunter's and Hunter's agrees to buy from Nissen all of Nissen's right in and to the use of the name "Bunsaver" and to the Trademarks or any variation thereof and all goodwill associated therewith. Nissen agrees to execute an Assignment in the form of Exhibit "A" for filing with the United States Patent and Trademark Office.

3. Purchase Price. The purchase price for the assets described in Paragraph 2 shall be the sum of Twenty-Five Thousand Dollars (\$25,000.00).

4. Payment of the Purchase Price. The purchase price set forth in Paragraph 3 shall be paid by Hunter's to Nissen as follows:

- a) Twenty-Five Cents (.25¢) per Seat Cushion sold under the License Agreement after September 1, 1996 until paid in full.
- b) Hunter's hereby agrees that a written report of the purchase price due and payment of the purchase price due shall be made to Nissen with respect to each fiscal quarter and shall be so made within thirty (30) days of the last day of February, May, August and November for the preceding fiscal quarter. Such written reports shall include the amounts and details of all Seat Cushions as herein described, sold by Hunter's in said fiscal quarter.

5. Warranties by Nissen. Seller warrants and represents the following:

- a) Seller is a corporation duly organized and validly existing under the laws of the State of Iowa with full corporate power to execute, deliver and perform this Agreement.
- b) The execution and delivery of this Agreement by Nissen has been duly authorized by the Shareholders and the Board of Directors and no other action is necessary.
- c) Nissen has good and merchantable title to the assets being bought and sold pursuant to this Agreement, free and clear from all liens and encumbrances, and no option or other legal, equitable or statutory rights are held by any other person to purchase, rent or acquire any interest in said property or assets, and

Seller has full power and authority to convey such assets.

6. Warranties by Hunter's. Hunter's warrants and represents the following:

- a) Hunter's is a corporation duly organized and validly existing under the laws of the State of Iowa with full, lawful corporate power and right to execute, deliver and perform this Agreement.
- b) The execution and deliver of this Agreement by Hunter's and the purchase of the assets contemplated hereby have been duly authorized by its Board of Directors and no other corporate action is necessary.

7. General.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, and the parties hereto consent to and accept the jurisdiction of the Courts of the State of Iowa with respect to the determination of any claim, dispute or disagreement which may arise from the interpretation, performance or breach of this Agreement, or with respect to any matter involved herein.

(b) Wherever in this Agreement the term "by written notice" is used to indicate a means of notification from one party to the other, it shall be understood to be by written notice via certified or registered mail or facsimile transmission to the following addresses of the parties:

TO HUNTER'S:

HUNTER'S SPECIALTIES, INC.
6000 Huntington Court NE
Cedar Rapids, Iowa 52402

TO NISSEN:

NISSEN SPORTS ACADEMY, INC.
c/o GEORGE NISSEN
5123 D Renaissance Avenue
San Diego, California 92122

(c) There are no understandings not contained in this Agreement and the License Agreement; and this Agreement shall supersede and cancel any and all previous contracts, arrangements, or understandings that may have existed or may exist between the parties, other than those contained in the License Agreement, but does not effect any rights that may have accrued or may accrue to either party under such previous contracts, arrangements or understandings.

(d) This Agreement may be amended only by the mutual consent of all parties, expressed in writing.

(e) The paragraph captions are inserted only for convenience and reference, and are not intended, in any way, to define, limit, or describe the scope, intent and language of this Agreement or its provisions.

(f) This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(g) Forbearance on the part of either party to exercise any right or option arising out of any breach or default of any of the provisions contained in this Agreement shall

constitute a waiver only as to such particular breach or default but as not to any subsequent breach or default by the other party.

(h) If any part of this Agreement, or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions not specifically so adjudicated to be invalid shall be executed without reference to the part or portion adjudicated to be valid or invalid, insofar as the remaining provisions are capable of execution.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 17th day of September, 1996.

HUNTER'S:
HUNTER'S SPECIALTIES, INC.

By: David R. Forbes President
DAVID R. FORBES, Its President

By: Carmen S. Forbes Vice President
CARMEN S. FORBES, Its Vice President

NISSEN:
NISSEN SPORTS ACADEMY, INC.

By: George P. Nissen 9/19/96
GEORGE NISSEN, Its President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

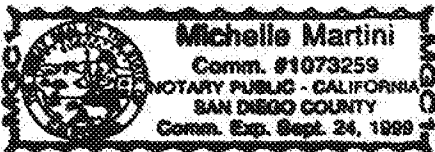
State of California

County of San Diego

on 19 September 1996 before me, Michelle Martini, Notary Public

personally appeared George Nissen, Its President

personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies); and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Sales Agreement - Assignment

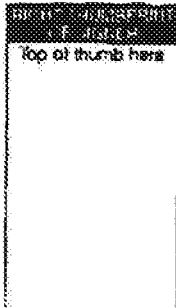
Document Date: Sept 19, 1996 Number of Pages: 6

Signer(s) Other Than Named Above: D. Forbes + C. Forbes

Capacity(ies) Claimed by Signer(s)

Signer's Name: G. Nissen

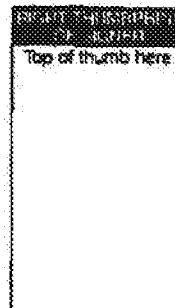
- Individual
- Corporate Officer
Title(s): President
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

