

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640222

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900603880		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marshall Peters		03/12/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	NATIONAL CHIMNEY SWEEP GUILD		
Street Address:	1255 SW PRAIRIE TRAIL PARKWAY		
City:	ANKENY		
State/Country:	IOWA		
Postal Code:	50023		
Entity Type:	Non-Profit Corporation: D.C.		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4903615	CERTIFIED CHIMNEY RELINER	
Registration Number:	4911880	CERTIFIED CHIMNEY PROFESSIONAL	
Registration Number:	4725543	CERTIFIED MASTER CHIMNEY TECHNICIAN	
Serial Number:	77952803	CERTIFIED CHIMNEY RELINER	
Serial Number:	77952785	CERTIFIED CHIMNEY PROFESSIONAL	
CORRESPONDENCE DATA			
Fax Number:	3192867050		
<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:	319-286-7000		
Email:	ptomail@nyemaster.com		
Correspondent Name:	Ryan N. Carter		
Address Line 1:	625 First Street SE		
Address Line 2:	Suite 400		
Address Line 4:	Cedar Rapids, IOWA 52401		
NAME OF SUBMITTER:	Ryan Carter		
SIGNATURE:	/Ryan Carter/		
DATE SIGNED:	04/19/2021		

Total Attachments: 3

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EXHIBIT D

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of March 12, 2021 by and between Marshall Peters, an individual residing at 1300 East Branch Rd State College, PA 16801 ("Assignor") and National Chimney Sweep Guild, a District of Columbia nonprofit corporation ("Assignee"), having an address of 1255 SW Prairie Trail Parkway, Ankeny, IA 50023. Each of Assignee and Assignor are referred to herein sometimes as a "Party" and together as the "Parties."

In consideration of the foregoing and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. The Term "Purchased Trademarks" means the following trademark applications and registration(s):

<u>Reg./App. No.</u>	<u>Mark</u>	<u>Issue/Filing Date</u>	<u>Status</u>
4903615	CERTIFIED CHIMNEY RELINER (& design)	February 23, 2016	Live
4911880	CERTIFIED CHIMNEY PROFESSIONAL (& design)	March 8, 2016	Live
4725543	CERTIFIED MASTER CHIMNEY TECHNICIAN	April 21, 2015	Live
77952803	CERTIFIED CHIMNEY RELINER (& design)	March 8, 2010	Dead
77952785	CERTIFIED CHIMNEY PROFESSIONAL (& design)	March 8, 2010	Dead
Common Law/Unregistered	BY SWEEPS...FOR SWEEPS	N/A	N/A

2. Assignment. For USD 10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby irrevocably sells, assigns, transfers, grants, conveys and delivers to Assignee, its successors, assigns, and legal representatives, all of Assignor's entire, full and exclusive right, title and interest in and to the Purchased Trademarks, together with the goodwill of the business symbolized by the Purchased Trademarks, and any applications and/or registrations there for, including the right (but not the obligation) to prosecute and maintain any of the Purchased Trademarks and to collect for all past, present and future infringements, and the right to sue and recover damages for past, present and future infringement or other violation or impairment of any of the Purchased Trademarks, including, without limitation, license royalties, and proceeds of infringement suits, and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur, the same to be held and enjoyed by the Assignee, for its own use and profit, and for its successors, legal representatives, and assigns, to the full end of the term or terms for which such Purchased Trademarks may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this Trademark Assignment not been made.

3. Further Assurances. Assignor will, without demanding any additional transaction consideration, at the request and expense of the Assignee (except for the value of the time of Assignor's employees), use its commercially reasonable efforts to do all lawful acts that are reasonably necessary for recording, evidencing, and otherwise perfecting the transfer of ownership of the Purchased Trademarks to Assignee contemplated herein.

4. Successors and Assigns. This Trademark Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective permitted successors and assigns.

5. Severability. Whenever possible, each provision or portion of any provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Trademark Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Trademark Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

6. Governing Law. This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of Iowa, regardless of the laws that might otherwise govern under applicable principles of choice or conflicts of law thereof.

7. Counterparts. This Trademark Assignment may be executed in several counterparts (including by facsimile or other electronic transmission), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR:

MARSHALL PETERS

[Handwritten Signature]

State of Pennsylvania

County of Centre

On this 12th day of March, 2021, before me, Allen McGriff, a

notary public in and for said county, personally appeared Marshall A. Peters, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity for CCP, and that by his/her signature on the instrument the entity, upon behalf of which the person acted, has executed the instrument.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

My Commission Expires: 10/27/2023

ASSIGNEE:

NATIONAL CHIMNEY SWEEP GUILD

By: _____
Name: _____
Title: _____

State of _____)

County of _____)

On this _____ day of _____, 20____, before me, _____, a

notary public in and for said county, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity for _____, and that by his/her signature on the instrument the entity, upon behalf of which the person acted, has executed the instrument.

WITNESS my hand and official seal.

Signature _____

My Commission Expires: _____

