# CH \$40.00 6148

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM669125

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Roderick John Murphy		07/16/2021	INDIVIDUAL: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	Specialty Sales, LLC
Street Address:	4672 E. Drummond ave.
City:	Fresno
State/Country:	CALIFORNIA
Postal Code:	93725
Entity Type:	Limited Liability Company: CALIFORNIA

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6148681	BOVISTRIDE RX

#### **CORRESPONDENCE DATA**

**Fax Number:** 5594364800

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:** 5594363800

**Email:** ipmail@sierraiplaw.com

Correspondent Name: Sierra IP Law, PC Address Line 1: PO Box 5637

Address Line 4: Fresno, CALIFORNIA 93755-5637

ATTORNEY DOCKET NUMBER:	13028.08
NAME OF SUBMITTER:	Mark D. Miller
SIGNATURE:	/ Mark D. Miller /
DATE SIGNED:	08/20/2021

#### **Total Attachments: 5**

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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("<u>Trademark Assignment</u>"), dated as of July 16, 2021 (the "<u>Effective Date</u>"), is made by Roderick John Murphy ("<u>Assignor</u>"), in favor of Specialty Sales LLC, a California limited liability company ("<u>Assignee</u>").

### WITNESSETH:

**WHEREAS**, Assignee and Assignor are parties to that certain Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"); and

**WHEREAS**, pursuant to the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

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

## ARTICLE I AGREEMENT

<u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:

the trademark registrations and trademark applications set forth on <u>Exhibit A</u> hereto and all issuances, extensions, and renewals thereof (the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

all rights to claim priority to and/or from the Assigned Trademarks;

any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

any and all past, present, and future claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including and not limited to all past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, and including and not limited to all past, present, and future remedies for such claims and causes of action, including and not limited to equitable relief, damages, royalties, profits, exceptional case awards, attorneys' fees, and costs, with the right but no obligation to sue for such legal and equitable remedies and to collect, or otherwise recover, any such remedies; and

all past, present, and future rights and privileges related to any attorney-client privilege, common interest privilege, and/or work product protection of the Assignor in relation to the Assigned Trademarks, and Assignor hereby agrees to not engage in any acts resulting in the intentional or unintentional waiver of the attorney client privilege, work product protection, and/or common interest privilege without the express written authorization from Assignee and/or its legal representatives.

Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. Assignor agrees to and will perform the acts mentioned herein without the requirement of any additional consideration.

Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

<u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

<u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

"ASSIGNOR"
DocuSigned by:
Roderick John Murphy
Roderick Murphy
"ASSIGNEE"
Specialty Sales LLC
By:
Name: Don Alsup
Title: President

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

"ASS	SIGNOR"	
Roder	rick Murphy	
"ASS	SIGNEE"	
Specia	alty Sales LLC DocuSigned by:	
By:	Don alsup	

Name: Don Alsup

Title: President

# Exhibit A

# **Assigned Trademarks**

# Trademark Registrations

**RECORDED: 08/20/2021** 

Mark	Jurisdiction	Registration Number	Registration Date
BOVISTRIDE RX	U.S.	6,148,681	9/8/2020