

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Shurtape Specialty Coating, LLC		09/01/2021	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Curtiss Rutsky		
Street Address:	3917 Spyglass Hill Road		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34238		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5298230	PILLOWMOUNT	
CORRESPONDENCE DATA			
Fax Number:	8032559831		
<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:	7044173126		
Email:	lauren.hunstad@nelsonmullins.com, ip@nelsonmullins.com		
Correspondent Name:	Susan S. Jackson		
Address Line 1:	301 S. College Street, 23rd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	049869/09000		
NAME OF SUBMITTER:	Susan S. Jackson		
SIGNATURE:	/Susan S. Jackson/		
DATE SIGNED:	09/22/2021		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT is made effective as of this 9/1/2021 day of ~~August, 2021~~ (the "**Effective Date**"), by and between **Shurtape Specialty Coating, LLC**, a Limited Liability Company of the State of North Carolina, with a principal place of business at 1712 Eighth Street Drive, SE Hickory, NC 28602, USA ("**Assignor**"), and **Curtiss Rutsky**, an individual having a primary residence address at 3917 Spyglass Hill Rd, Sarasota, FL 34238 ("**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

WHEREAS, Assignor is the owner of United States Trademark Registration No. 5,298,230 for the word mark "**PILLOWMOUNT**", including all common law rights, (collectively, the "**Assigned Trademark**"); and

WHEREAS, Assignee desires to acquire and Assignor is willing to assign all of Assignor's right, title and interest in, to and under the **Assigned Trademark**.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance.** Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, its entire right, title and interest in, to and under (a) the **Assigned Trademark**, including any and all goodwill associated therewith and symbolized thereby, and together with (b) the right to sue, recover and retain damages and other remedies for any past, present or future infringement or other unauthorized use of the **Assigned Trademark** for any past, current or future infringement of the **Assigned Trademark** for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. **Recordation.** Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the **Assigned Trademark**. Assignee or Assignor shall have the right to record this Assignment with all applicable government authorities and registrars to evidence the transfer of ownership of the **Assigned Trademark**.

3. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

4. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by the Assignor and delivered to the Assignee.


5. **Interpretation.** The Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

6. **Further Assurances.** Assignor hereby agrees that Assignor will from time to time, at Assignee's sole cost and expense, if reasonably requested by the Assignee or the successors or assigns of the Assignee, execute, acknowledge and deliver, or cause to be executed and delivered to Assignee or its successors or assigns such and all further acts, transfers, assignments, transfer documents, trademark office instruments and documents, powers of attorney, assurances of title and additional papers and instruments that may be necessary and reasonably requested to carry out the intent hereof and to vest in Assignee the entire right, title and interest of Assignor in and to the **Assigned Trademark** and all goodwill or intangible benefits associated therewith whether in the United States or elsewhere in the world.

7. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

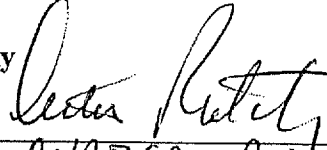
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:
Shurtape Specialty Coating, LLC

By: 
Printed Name: MATTHEW T. RAYMER
Title: CEO

Date: 9-1-2021

ASSIGNEE:
Curtiss Rutsky

By: 
Printed Name: CURTISS RUTSKY

Date: 9-1-21