

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756667

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	02/01/2022
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EJOT GmbH & Co. KG		08/19/2022	GmbH & Co. Kg: GERMANY

RECEIVING PARTY DATA

Name:	EJOT SE & Co. KG
Street Address:	Untere Bienhecke 16
City:	Bad Laasphe
State/Country:	GERMANY
Postal Code:	57334
Entity Type:	Societas Europae (Se): GERMANY

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3009298	ALTRACS
Registration Number:	3098743	FERTRACS
Registration Number:	2556499	DELTA PT
Registration Number:	2021842	PT

CORRESPONDENCE DATA

Fax Number: 4402567453
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: 14402564150
Email: ken.mitchell@clevepat.com
Correspondent Name: KENNETH L. MITCHELL
Address Line 1: 9213 Chillicothe Rd
Address Line 4: Kirtland, OHIO 44094

DOMESTIC REPRESENTATIVE

Name: KENNETH L. MITCHELL
Address Line 1: 9213 Chillicothe Rd
Address Line 4: Kirtland, OHIO 44094

OP \$115.00 3009298

NAME OF SUBMITTER:	KENNETH MITCHELL
SIGNATURE:	/KENNETH MITCHELL/
DATE SIGNED:	09/21/2022
Total Attachments: 3 source=9181-Assignment_NuncProTunc_EJOT-no6#page1.tif source=9181-Assignment_NuncProTunc_EJOT-no6#page2.tif source=9181-Assignment_NuncProTunc_EJOT-no6#page3.tif	

NUNC PRO TUNC CONFIRMATORY TRADEMARK ASSIGNMENT

Whereas, **EJOT GmbH & Co. KG (GERMANY GMBH & CO. KG)**, hereinafter the "**ASSIGNOR**," a legal entity of Germany, having a place of business at Im Herrengarten 1, 57319 Bad Berleburg, FED REP GERMANY, has adopted, owned and used the trademarks:

TRADEMARK:	UNITED STATES TRADEMARK REGISTRATION NO./DATE	UNITED STATES TRADEMARK SERIAL NO. /DATE FILED
ALTRACS	3009298 / OCTOBER 25, 2005	78150021 / AUGUST 1, 2002
FERTRACS	3098743 / MAY 30, 2006	78150026 / AUGUST 1, 2002
EJOMAT	3598811 / MARCH 31, 2019	79059790 / AUGUST 30, 2018
DELTA PT	2556499 / APRIL 2, 2002	75629569 / JANUARY 26, 1999
PT	2021842 / DECEMBER 10, 1996	74712572 / AUGUST 8, 1995

and,

Whereas, **EJOT SE & Co. KG**, hereinafter the **ASSIGNEE**, a legal entity of Germany, with its principal place of business at Untere Bienhecke 16, 57334 Bad Laasphe, Germany was and is desirous of acquiring said marks identified above and said registrations therefor.;

WHEREAS, effective on or about February 1, 2022, for good and valuable consideration, said **ASSIGNOR**, had previously sold, assigned, and transferred unto assignee, all right, title and interest in and to the above identified marks, together with the good will of the business symbolized by said above identified marks, and said above identified registrations therefor.

WHEREAS said **ASSIGNOR** and said **ASSIGNEE** desire to record said previous assignment of said above identified marks and said above-identified registrations therefor from said **ASSIGNOR** to said **ASSIGNEE**.

NOW THEREFORE, said **ASSIGNOR** by these presents does hereby confirm that assignor has previously sold, assigned, and transferred unto said assignee all the right, title and interest in and to said marks, together with the good will of the business symbolized by said marks, and the above-identified registrations therefor.

FOR AND IN CONSIDERATION of the additional sum of \$10.00 in hand paid, the receipt of which is hereby acknowledged, **ASSIGNOR** does hereby confirm and sell, assign, and transfer unto said **ASSIGNEE**, all the right, title and interest in and to said above identified marks, together with the good will of the business symbolized by said above identified marks, and said above-identified registrations therefor. **ASSIGNOR** agrees that **ASSIGNOR** hereby assigned unto

ASSIGNEE effective as of February 1, 2022, all right, title and interest in and to said above identified trademarks and said above identified trademark registration therefor, throughout the world, together with all derivations thereof and including all goodwill associated therewith, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such registered trademarks and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, 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.

ASSIGNOR hereby covenants that it has full and absolute sole right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreements inconsistent herewith.

ASSIGNEE accepts the aforesaid assignment of said trademarks and trademark registrations as well as the good will associated with each of the aforesaid trademarks and trademark registrations.

ASSIGNOR and **ASSIGNEE** request that this Assignment of United States Trademarks and United States Trademark Registrations (once duly executed by **ASSIGNOR** and **ASSIGNEE**) be recorded in the United States Patent and Trademark Office by Kenneth L. Mitchell, Woodling, Krost and Rust.

The undersigned declarant on behalf of the **ASSIGNOR** declares that said declarant is authorized to execute this Assignment on behalf of the **ASSIGNOR** and to sell, assign, and transfer unto said **ASSIGNEE**, the interests set forth above.

The undersigned declarant on behalf of the **ASSIGNEE** declares that said declarant is authorized to execute this Assignment on behalf of the **ASSIGNEE** and to accept this Assignment of United States Trademarks and United States Trademark Registrations therefor.

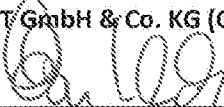
The undersigned declarants, hereby declare that all statements made herein on their own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statement may jeopardize the validity of the Registration.

In Witness Whereof, **ASSIGNOR** and the **ASSIGNEE** as represented by one of their respective officers, have signed this NUNC PRO TUNC CONFIRMATORY TRADEMARK ASSIGNMENT.

IN WITNESS WHEREOF, We have hereunto set OUR hands and seals.

ASSIGNOR


EJOT GmbH & Co. KG (GERMANY GMBH & CO. KG)

By:  , Its President , Date: 08-19-2022
Christian F. Kocherscheidt

ASSIGNEE accepts the aforesaid assignment of said trademarks and trademark registrations as well as the good will associated with each of the aforesaid trademarks and trademark registrations.

ASSIGNEE

EJOT SE & Co. KG (GERMANY GMBH & CO. KG)

By:  , Its Managing Director , Date: 08-19-2022
Christian F. Kocherscheidt

Correspondence Address:
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