

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM802478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trebol Investment Group, LLC		03/30/2023	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Miami Tool Rental, Inc.		
<b>Street Address:</b>	4190 NW 72nd Ave		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33166		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5773644	MIAMI TOOL RENTAL	
<b>Registration Number:</b>	6029019	M	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Email:</b>	joanna.crosby@hklaw.com,dan.barksy@hklaw.com,ptdocketing@hklaw.com		
<b>Correspondent Name:</b>	Joanna Crosby		
<b>Address Line 1:</b>	800 17th Street, NW		
<b>Address Line 2:</b>	Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Joanna Crosby		
<b>SIGNATURE:</b>	/joannacrosby/		
<b>DATE SIGNED:</b>	04/12/2023		
<b>Total Attachments: 6</b>			
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## TRADEMARK AND SERVICE MARK ASSIGNMENT AGREEMENT

This Trademark and Service Mark Assignment Agreement (this “**Agreement**”) is dated March 30, 2023, by and between Trebol Investment Group, LLC (“**Seller**”), a Florida limited liability company, in favor of Miami Tool Rental, Inc. (“**Buyer**”), a Florida corporation. Seller and Buyer are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

**WHEREAS**, Seller is the proprietor of certain worldwide intellectual property, including but not limited to copyrights, trademarks, designs and corresponding applications and registrations, and any renewals thereof, pertaining to Buyer as set forth on Schedule 1 (collectively, the “**Intellectual Property**”), together with the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property; and

**WHEREAS**, Seller desires to sell and assign all such right, title, and interest in and to the Intellectual Property to Buyer.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Sale and Purchase; Assignment. On and subject to the terms and conditions set forth in this Agreement, Seller hereby irrevocably sells, conveys, transfers and assigns to Buyer, and Buyer hereby purchases and accepts all of Seller’s right, title and interest in and to:

- a. the Intellectual Property, including all goodwill of the business associated with the trademarks and the right to sue for past, present and future infringements of the trademarks;
- b. all rights of any kind whatsoever of Seller accruing under any of the Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c. 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
- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 Intellectual Property to Buyer, or any assignee or successor thereto.

3. Purchase Price; Costs, Fees and Expenses. In consideration for the Intellectual Property, Buyer shall pay the aggregate amount of ten Dollars (\$10.00) to Seller in cash. Buyer shall pay all costs and fees with respect to the recordation of the assignment and transfer of the Intellectual Property. All legal and other costs and expenses incurred in connection with the negotiation and conclusion of this Agreement shall be paid by the Party incurring such costs and expenses.

4. Counterparts. This Agreement 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 Agreement delivered by facsimile, electronic signature, 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 Agreement.

5. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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

7. Entire Agreement. This Agreement, including Schedule 1 hereto, embodies the entire Agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements with respect thereto. No waiver, amendment or modification of any provision hereof, including this written form requirement, or of any right or remedy hereunder shall be effective unless in writing and signed by both Parties.

8. Waiver. No waiver by any Party in one or more instances of any of the provisions of this Agreement or the breach thereof shall establish a precedent for any other instance with respect to that or any other provision. Furthermore, in case of waiver of a particular provision, all other provisions of this Agreement will continue in full force and effect.

9. Severability. If any provision of this Agreement is held to be invalid or unenforceable, all other provision shall nevertheless continue in full force and effect. The Parties further agree that if any provision contained herein is, to any extent, held invalid or unenforceable in any respect, they shall take any actions necessary to render the remaining provisions of this Agreement valid and enforceable to the fullest extent permitted by law and, to the extent necessary, shall amend or otherwise modify this Agreement to replace any provision contained herein that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

**SELLER**

Trebol Investments Group, LLC

By: 

Name: Yani Leyte-Vidal

Title: President

**BUYER**

Miami Tool Rental, Inc.

By: 

Name: Yani Leyte-Vidal

Title: President

**SCHEDULE 1**

Intellectual Property

**Trademark No. 1**

**MIAMI TOOL RENTAL**

**Word Mark** MIAMI TOOL RENTAL

**Goods and Services** IC 037. US 100 103 106. G & S: Rental services in the field of tools and equipment. FIRST USE: 20031215. FIRST USE IN COMMERCE: 20031215

**Standard Characters Claimed**

**Mark Drawing Code** (4) STANDARD CHARACTER MARK

**Serial Number** 88120251

**Filing Date** September 17, 2018

**Current Basis** 1A

**Original Filing Basis** 1A

**Published for Opposition** March 26, 2019

**Registration Number** 5773644

**Registration Date** June 11, 2019

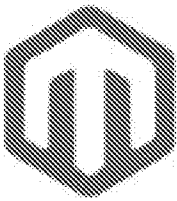
**Owner** (REGISTRANT) Trebol Investment Group, LLC LIMITED LIABILITY COMPANY FLORIDA 4190 NW 72nd Ave Miami FLORIDA 33166

**Attorney of Record** Christian Sanchelima, Esq.

**Disclaimer** NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "TOOL RENTAL" APART FROM THE MARK AS SHOWN

**Type of Mark** SERVICE MARK  
**Register** PRINCIPAL-2(F)-IN PART  
**Live/Dead Indicator** LIVE  
**Distinctiveness  
Limitation Statement** "MIAMI"

**Trademark No. 2**



**Word Mark** M  
**Goods and  
Services** IC 037. US 100 103 106. G & S: Rental services in the field of construction tools and equipment. FIRST USE: 20190101. FIRST USE IN COMMERCE: 20190101  
**Mark Drawing  
Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search  
Code** 26.15.01 - Polygons as carriers or as single or multiple line borders  
27.03.01 - Geometric figures forming letters, numerals or punctuation  
**Serial Number** 88620294  
**Filing Date** September 17, 2019  
**Current Basis** 1A  
**Original Filing  
Basis** 1A  
**Published for  
Opposition** January 21, 2020

**Registration Number** 6029019

**Registration Date** April 7, 2020

**Owner** (REGISTRANT) **Trebol Investment Group, LLC LIMITED LIABILITY COMPANY** FLORIDA 4190 NW 72nd Ave Miami FLORIDA 33166

**Attorney of Record** Christian Sanchelima, Esq.

**Description of Mark** Color is not claimed as a feature of the mark. The mark consists of a hexagonal figure containing the literal element "M" which resembles an excavator.

**Type of Mark** SERVICE MARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE