

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM827225

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|---|---------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT | | |
| EFFECTIVE DATE: | 02/14/2014 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Automotive Innovations, Inc. | | 02/14/2014 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | All1, LLC | | |
| Street Address: | 204 Lackawanna Ave. | | |
| City: | Woodland Park | | |
| State/Country: | NEW JERSEY | | |
| Postal Code: | 07424 | | |
| Entity Type: | Limited Liability Company: NEW JERSEY | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1237207 | SADDLEMAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 801-783-3200 | | |
| Email: | pclegg@johnsonmartinlaw.com | | |
| Correspondent Name: | Perry S. Clegg | | |
| Address Line 1: | 50 W. Broadway, Suite 900 | | |
| Address Line 4: | Salt Lake City, UTAH 84101 | | |
| NAME OF SUBMITTER: | Perry S. Clegg | | |
| SIGNATURE: | /Perry S. Clegg/ | | |
| DATE SIGNED: | 07/26/2023 | | |
| Total Attachments: 3 | | | |
| source=2023-07-20 Signed Assignment, SADDLEMAN#page1.tif | | | |
| source=2023-07-20 Signed Assignment, SADDLEMAN#page2.tif | | | |
| source=2023-07-20 Signed Assignment, SADDLEMAN#page3.tif | | | |

OP \$40.00 1237207

NUNC PRO TUNC
ASSIGNMENT OF TRADEMARK

WHEREAS, Automotive Innovations, Inc. (hereinafter referred to as "Assignor"), a Delaware corporation, having registered offices (now or previously) at 25 Andrews Drive, Woodland Park, New Jersey, through certain transactions intended to assign to AIII, LLC all of its right, title, and interest in and to the trademark(s) and/or service mark(s) and related trademark application(s) and/or registration(s) identified in Schedule "A" attached hereto (collectively, "the Assigned Property") and, as of the Effective Date of this Assignment, desires to sell and assign the Assigned Property to AIII, LL to the extent not already assigned by said prior transactions; and

WHEREAS, AIII, LLC (hereinafter referred to as "Assignee"), of 204 Lackawanna Ave, Woodland Park, NJ 07424 is a limited liability company organized under the laws of the State of New Jersey;

WHEREAS, Assignor and Assignee desire that said assignment of the Assigned Property be properly memorialized in writing and perfected in Assignee;

WHEREAS, Assignor desires to sell, assign, transfer and set over to Assignee all right, title and interest in and to the Assigned Property to the extent not already consummated by said prior transactions;

WHEREAS, Assignee desires to secure the entire right, title, and interest in and to the Assigned Property together with the goodwill of the business associated with and/or symbolized by the Assigned Property and any registrations and/or registration applications thereof), to the extent not already consummated by said prior transactions;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective as of February 14, 2014 ("Effective Date"), the parties hereto agree as follows:

1. Assignor hereby assigns, sells, conveys and transfers to Assignee, its successors and assigns, Assignor's entire right, title, and interest in and to: (i) the Assigned Property set forth in Schedule "A"; (ii) any and all goodwill symbolized by and associated with the business conducted under the Assigned Property; (iii) all registrations which have or will issue for the Assigned Property including, without limitation, all registrations and applications (including intent-to-use applications) for the Assigned Property identified in Schedule "A" together with the portion of the business of Assignor to which the Assigned Property applies, which business is ongoing and existing; (iv) any and all common law rights in and to the Assigned Property; (v) all income, royalties, damages and payments in connection with and related to the Assigned Property which become due or payable following the Effective Date of this Assignment; and (vi) all rights to past, present and future claims of any kind (either in law or in equity) including, without limitation, the right to sue for all trademark-related causes of action (e.g., trademark infringement, dilution, cybersquatting, etc.) and to recover and retain any and all damages paid or received as a result of the litigation, settlement, and/or pursuit of such claims.

2. Assignor hereby agrees, at the request and expense of Assignee, to testify in any legal proceedings, execute all lawful papers, make all lawful oaths, and to perform such other acts as Assignee and Assignee's successors and assigns may deem reasonably necessary to secure the ownership interest in and to the Assigned Property, both in the United States and worldwide, for Assignee and its successors and assigns and/or to evidence the rights hereby transferred.

3. Assignor hereby represents and warrants that it is the sole lawful owner of all rights in and to the Assigned Property; that no assignment, mortgage, sale, license, pledge, encumbrance or alienation of the Assigned Property has been or will be made or entered into which would conflict with this Assignment; and that it has not executed, and will not execute, any other agreement(s) in conflict herewith.

4. Assignor represents and warrants that it has the full legal right and authority to execute and be bound by the terms of this Assignment, that the person signing on its behalf is legally authorized to do so, that no other party's consent is required to execute this Assignment, and that to the best of its knowledge its execution of this Assignment will not violate any right of any other party.

5. The individual who has executed this Agreement on behalf of Assignor expressly represents and warrants that he or she is authorized to sign on behalf of Assignor for purposes of binding Assignor to effectuate this Assignment to Assignee according to the terms set forth herein.

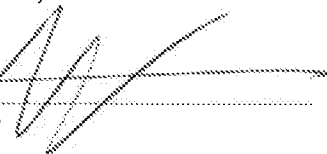
6. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in Assignor's name to take any and all action and to execute thereafter any and all documents and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Assignor further grants Assignee and its duly authorized attorneys and agents the power to insert on this Assignment any further identification which may be necessary or prudent in order to comply with the rules of the United States Patent and Trademark Office, any state or foreign trademark office, or any other legal entity or body whatsoever, for recordation and enforcement of this Assignment.

7. This Assignment shall be binding upon Assignor, its officers, directors, shareholders, managers, members, employees, agents, affiliates, executors, heirs, successors, and assigns.

8. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and scanned signatures sent by e-mail shall be considered as original signatures. The recitals and Schedule "A" are hereby incorporated into and made a part of this Assignment.

IN WITNESS WHEREOF, Assignor has duly executed this Agreement, which is made effective as of the date set forth herein.

Automotive Innovations, Inc.:
(Assignor)

Seffi Janowski, Owner 

As of February 14, 2014
Date

SCHEDULE "A"

ASSIGNED PROPERTY

Trademark: **SADDLEMAN**

Trademark Registration: U.S. Trademark Registration No. 1,237,207 for **SADDLEMAN** for "Vehicle Seat Covers" in International Class 012.