# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM833633

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

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Digital Innovations, LLC		08/21/2023	Limited Liability Company: ILLINOIS

# **RECEIVING PARTY DATA**

Name:	Allsop, Inc.
Street Address:	PO Box 23
City:	Bellingham
State/Country:	WASHINGTON
Postal Code:	98227
Entity Type:	Corporation: WASHINGTON

# **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3262202	CLEANDR
Registration Number:	4239252	THE NEST
Registration Number:	4220750	DI

# **CORRESPONDENCE DATA**

Fax Number:

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: 4794206805 Email: eric@pf-legal.com **Correspondent Name:** Eric B. Fugett

Address Line 1: 1831 12th Ave. South, Suite 454 Address Line 4: Nashville, TENNESSEE 37203

ATTORNEY DOCKET NUMBER:	3537.01196
NAME OF SUBMITTER:	Anastasiya Fugett
SIGNATURE:	/Anastasiya Fugett/
DATE SIGNED:	08/22/2023

**Total Attachments: 5** 

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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of the date of the last signature below, is made by Digital Innovations, LLC ("Assignor"), an Illinois limited liability company, located at 4603 N. Racine Ave., Unit 302, Chicago, Illinois 60640, in favor of Allsop, Inc. ("Assignee"), a Washington corporation, located at 913 Squalicum Way, Suite 201, Bellingham, Washington 98225, the purchaser of certain assets and related intellectual property rights from Assignor pursuant to the Definitive Agreement between Assignor and Assignee, dated as of August 6, 2015 (the "Definitive Agreement").

WHEREAS, under the terms of the Definitive Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver a written assignment for recording with the United States Patent and Trademark Office;

WHEREAS, the parties did not execute a written assignment for recordation purposes together with the Definitive Agreement through no fault of Assignor or Assignee;

WHEREAS, the parties now desire to execute this Assignment and record it with the United States Patent and Trademark Office

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned IP"):
- (a) the trademark registrations and applications set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) 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;
- (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 and/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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this 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 IP to Assignee, or any assignee or successor thereto.
- 3. Terms of the Definitive Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Definitive Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Definitive 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 Definitive Agreement and the terms hereof, the terms of the Definitive Agreement shall govern.
- 4. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by 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 Assignment.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have duly executed and delivered this Assignment.

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ASSIGNEE

Digital Innovations, LLC

Allsop, Inc.

By: Collin Anderson

By: Ryan Allsop

Title: Co-President

Title: President

Date:

Date: 9/21/02

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SCHEDULE 1

# ASSIGNED TRADEMARK REGISTRATIONS

<u>Mark</u>	Registration Number	Registration Date
CLEANDR	3,262,202	07/10/2007
THE NEST	4,239,252	11/06/2012
	4,220,750	10/09/2012

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WHEREAS, under the terms of the Definitive Agreement, Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver a written assignment for recording with the United States Patent and Trademark Office;

WHEREAS, the parties did not execute a written assignment for recordation purposes together with the Definitive Agreement through no fault of Assignor or Assignee;

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- 1. <u>Assignment</u> For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned IP"):
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- (b) 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;
- (e) 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 and/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. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this 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 IP to Assignee, or any assignee or successor thereto.
- 3. Terms of the Definitive Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Definitive Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Definitive 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 Definitive Agreement and the terms hereof, the terms of the Definitive Agreement shall govern.

TRADEMARK
4. Counterparts. This Assignment may be executed in counterparts, each REEL: 008174 FRAME: 0450

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

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ASSIGNOR
Digital Innovations, LLC

By: Collin Anderson
Title: President
Date:

Date: \$\frac{3}{2} \frac{2}{3}\$

### SCHEDULE 1

# ASSIGNED TRADEMARK REGISTRATIONS

# MARK REGISTRATION NUMBER DATE CLEANDR 3,262,202 07/10/2007 THE NEST 4,239,252 11/06/2012 4,220,750 10/09/2012

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**RECORDED: 08/22/2023**