# OP \$40.00.00 86543336

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI70067

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/30/2021

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jeptha, Inc.		02/12/2024	Corporation: SOUTH CAROLINA

### **RECEIVING PARTY DATA**

Company Name:	Hatteras Hammocks, Inc.	
Street Address:	305 Industrial Boulevard	
City:	Greenville	
State/Country:	NORTH CAROLINA	
Postal Code:	27834	
Entity Type:	Corporation: NORTH CAROLINA	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4830795	THE ORIGINAL HAMMOCK SHOP

## **CORRESPONDENCE DATA**

**Fax Number:** 9192779177

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:** 9192779100

**Email:** trademarks@wardandsmith.com

Correspondent Name: Angela P. Doughty
Address Line 1: Ward and Smith, P.A.
Address Line 2: Post Office Box 33009

Address Line 4: Raleigh, NORTH CAROLINA 27636-3009

ATTORNEY DOCKET NUMBER:	913024-00221
NAME OF SUBMITTER:	David Horne
SIGNATURE:	David Horne
DATE SIGNED:	03/05/2024

**Total Attachments: 2** 

source=Signed Trademark Assignment - Jeptha to HHI - THE ORIGINAL HAMMOCK SHOP logo - 913024-00221, 4854-2333-0731#page1.tif

TRADEMARK
REEL: 008361 FRAME: 0201

source=Signed Trademark Assignment - Jeptha to HHI - THE ORIGINAL HAMMOCK SHOP logo - 913024-00221, 4854-2333-0731#page2.tif

TRADEMARK
REEL: 008361 FRAME: 0202

### NUNC PRO TUNC TRADEMARK ASSIGNMENT

This NUNC PRO TUNC TRADEMARK ASSIGNMENT ("Assignment") is made by Jeptha, Inc., a South Carolina Corporation, with an address of P.O. Box 201 Pawleys Island, South Carolina 29585 ("Assignor") in favor of Hatteras Hammocks, Inc., a North Carolina corporation, with an address of 305 Industrial Boulevard Greenville, NC 27834 ("Assignee").

NOW THEREFORE, the parties agree as follows:

Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns to Assignee, nunc pro tunc, effective as of November 30, 2021 all of Assignor's right, title, and interest in and to the following: (a) U.S. Trademark Registration No. 4,830,795 THE for **ORIGINAL** HAMMOCK SHOP logo and all issuances, extensions, and renewals thereof (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark; (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, 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.

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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.

Electronic Signature. A signed copy of this Assignment delivered by facsimile, 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.

TRADEMARK

REEL: 008361 FRAME: 0203

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

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

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment.

Jeptha, Inc.

Namé

Title:

**TRADEMARK** REEL: 008361 FRAME: 0204

RECORDED: 03/05/2024