

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM313697

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Arroyo Process Equipment Inc.		06/25/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Phantom Sales Group, Inc.		
Street Address:	13750 Automobile Blvd.		
City:	Clearwater		
State/Country:	FLORIDA		
Postal Code:	33762		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3593814	PHANTOM SELF PRIMER PUMPS	
CORRESPONDENCE DATA			
Fax Number:	3054367429		
<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:	305.362.8118		
Email:	jalcoba@miamipatents.com		
Correspondent Name:	Ruben Alcoba		
Address Line 1:	3399 NW 72 AVENUE		
Address Line 2:	STE. 211		
Address Line 4:	Miami, FLORIDA 33122		
ATTORNEY DOCKET NUMBER:	PHANTOM		
NAME OF SUBMITTER:	Ruben Alcoba		
SIGNATURE:	/Ruben Alcoba/		
DATE SIGNED:	08/12/2014		
Total Attachments: 3			
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OP \$40.00 3593814

ASSIGNMENT OF TRADEMARK



Reg. No. 3593814

THIS ASSIGNMENT OF TRADEMARK (the "Assignment") is made and entered into as of this 25 day of June, 2014, by and between Arroyo Process Equipment, Inc. (the "Assignor") and Phantom Sales Group, Inc. a Florida registered corporation (the "Assignee").

RECITALS

WHEREAS, Assignor, as owner of that certain trademark "PHANTOM" design mark recorded in the U.S. Patent and Trademark Office under registration number **3593814** issue date March 24, 2009 a true copy of which is attached hereto as Composite Exhibit "A" (hereafter collectively "Trademark"), desires to transfer, assign in fee simple all of Assignor's rights and interest in and to the Trademark, including any common law rights and any associated goodwill under and with respect to the Trademark, to Assignee.

WHEREAS, Assignor is desirous of assigning all of its rights, title and interest in the Trademark in favor of the Assignee, and the Assignee is desirous of succeeding to all of Assignor's rights, title and interest under and with respect to the Trademark with the goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damage and profits for past infringements thereof, if any;

WHEREAS, Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's right, title, and interest in and to the Trademark in the Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

NOW THEREFORE, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

AP

Initials of Assignor

TP

Initials of Assignee

P. 1

2. Assignor hereby expressly assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest in the Mark for good and valuable consideration, receipt of which is acknowledged
3. Assignor further remises, releases and quitclaims unto Assignee all of his right, title and interest in and to the Trademark and Assignor specifically waives any right or claim to entitlement or ownership in the Trademark based on common law.
4. The parties acknowledge and agree that this Assignment may be executed in multiple counterparts, and transmitted via telecopy, each such counterpart (whether transmitted via telecopy or otherwise), when executed, shall constitute an integral part of the one and the same agreement between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and delivered this Assignment, as of the 25 day of June 2014.

Assignor: *Diane Schleicher*
 Arroyo Process Equipment, Inc.
 13750 Automobile Blvd.
 Clearwater, FL 33762

Assignee: *Diane Schleicher*
 Phantom Sales Group, Inc.
 13750 Automobile Blvd.
 Clearwater, FL 33762

Position of Assignor: *President*
 Print Name of Assignor:
Diane Schleicher

Position of Assignee: *President*
 Print Name of Assignee:
Diane Schleicher

DS Initials of Assignor
DS Initials of Assignee
 P. 2

Int. Cl.: 7

Prior U.S. Cls.: 13, 19, 21, 23, 31, 34 and 35

Reg. No. 3,593,814

United States Patent and Trademark Office

Registered Mar. 24, 2009

TRADEMARK
PRINCIPAL REGISTER



ARROYO PROCESS EQUIPMENT, INC. (FLORIDA CORPORATION)
13750 AUTOMOBILE BLVD.
CLEARWATER, FL 33762

FOR: CENTRIFUGAL PUMPS; COMPRESSED AIR PUMPS; DRIVES FOR VACUUM PUMPS; ELECTRIC PUMPS; ELECTRIC PUMPS FOR DOSIFICATION; ELECTRICAL WATER PUMPS FOR WASTEWATER; HIGH-PRESSURE PUMPS FOR WASHING APPLIANCES AND INSTALLATIONS; HYDRAULIC PUMPS; MULTI-PHASE SCREW PUMPS; PNEUMATIC PUMPS; POSITIVE DISPLACEMENT PUMPS; PUMP DIAPHRAGMS; PUMP IMPELLERS; ROTARY LOBE PUMPS; ROTARY PUMPS; SCREW PUMPS; SHAFTS FOR PUMPS; SLUDGE PUMPS; SUBMERSIBLE PUMPS; SUCTION PUMPS; VACUUM PUMPS; VACUUM PUMPS; VALVES FOR PUMPS; VARIABLE SPEED DRIVES FOR USE WITH FLUID PUMPING SYSTEMS; VERTICAL TURBINE PUMPS; WATER PUMPS FOR

LAND VEHICLES; WATER PUMPS FOR USE IN MOTORS AND ENGINES; WATER PUMPS FOR WATER TREATMENT, IN CLASS 7 (U.S. CLS. 13, 19, 21, 23, 31, 34 AND 35).

FIRST USE 10-1-2007; IN COMMERCE 1-1-2008.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "SELF PRIMER PUMPS", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE STYLIZED WORD "PHANTOM", WHEREIN THE LETTER "A" IN THE WORD "PHANTOM" IS SHAPED LIKE A FIN, AND THE WORDS "SELF PRIMER PUMPS" ARE WRITTEN BELOW THE WORD "PHANTOM".

SER. NO. 77-325,912, FILED 11-9-2007.

TIMOTHY FINNEGAN, EXAMINING ATTORNEY