# OP \$415.00 4692013

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM339257

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ADAMS MAGNETIC PRODUCTS CO.		04/17/2015	CORPORATION: CALIFORNIA

### **RECEIVING PARTY DATA**

Name:	ADAMS MAGNETIC PRODUCTS CO.	
Street Address:	888 N Larch Ave	
City:	Elmhurst	
State/Country:	ILLINOIS	
Postal Code:	60126	
Entity Type:	CORPORATION: ILLINOIS	

### **PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark	
Registration Number:	4692013	DOWLINGMAGNETS	
Registration Number:	4659190	ADAMS MAGBOND	
Registration Number:	4266847	ADAMS TABMAG	
Registration Number:	4182369	ADAMS	
Registration Number:	3688768	MAGIC PENNY	
Registration Number:	3642628	FOR EVERYTHING MAGNETIC	
Registration Number:	3757056	RAINBOW MAGNETICS	
Registration Number:	3918438	FOAMFUN!	
Registration Number:	3668239	ADAMS MAGNETIC PRODUCTS	
Registration Number:	3539731	MAGNETIC ATTRACTIONS	
Registration Number:	2699355	MAGNET HOLD ITS	
Registration Number:	2166847	DOWLING MAGNETS THE ATTRACTION IS OBVIOU	
Registration Number:	2111874	DOWLING MAGNETS	
Registration Number:	2013703	SIMPLY SCIENCE	
Registration Number:	2013701	WONDERBOARD	
Registration Number:	3144641	MAGNET HARDWARE	

## **CORRESPONDENCE DATA**

Fax Number:

TRADEMARK

900322641 REEL: 005503 FRAME: 0481

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.

**Email:** adamstrademarks@gmail.com

Correspondent Name: ADAMS MAGNETIC PRODUCTS CO.

Address Line 1: 888 N Larch Ave

Address Line 4: Elmhurst, ILLINOIS 60126

ATTORNEY DOCKET NUMBER: ADAMS ASSIGNMENT X 16

NAME OF SUBMITTER: SCOTT LEWIS

SIGNATURE: /SCOTT LEWIS/

**DATE SIGNED:** 04/24/2015

**Total Attachments: 2** 

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### TRADEMARK ASSIGNMENT

This Agreement is by and between ADAMS MAGNETIC PRODUCTS CO a California Corporation ("Assignor") and ADAMS MAGNETIC PRODUCTS CO an Illinois Corporation ("Assignee")

WHEREAS, Assignor, is the owner of certain trademarks identified as follows:

- 1. 4692013 DOWLINGMAGNETS
- 2. 4659190 ADAMS MAGBOND
- 3. 4266847 ADAMS TABMAG
- 4. 4182369 ADAMS
- 5. 3688768 MAGIC PENNY
- 6. 3642628 FOR EVERYTHING MAGNETIC
- 7. 3757056 RAINBOW MAGNETICS
- 8. 3918438 FOAMFUNI
- 9. 3668239 ADAMS MAGNETIC PRODUCTS
- 10. 3539731 MAGNETIC ATTRACTIONS
- 11, 2699355 MAGNET HOLD ITS
- 12. 2166847 DOWLING MAGNETS THE ATTRACTION IS OBVIOUS
- 13. 2111874 DOWLING MAGNETS
- 14. 2013703 SIMPLY SCIENCE
- 15. 2013701 WONDERBOARD
- 16. 3144641 MAGNET HARDWARE

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademarks.

NOW, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademarks, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
- 2. <u>Consideration</u> In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00 payable on 04/17/2015
- **3.** <u>Representations and Warranties</u>. Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
  - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
  - (d) The Trademarks do not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;

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- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.
- 4. Attorney's Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.
- 5. <u>Entire Agreement</u>. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.
  - 6. Amendment. This Agreement may be amended only by a writing signed by both parties.
- 7. <u>Severability</u>. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
- 8. <u>Agreement to Perform Necessary Acts</u>. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
- 9. <u>Governing Law</u> This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Illinois.

Date: 04/17/2015

**ASSIGNEE** 

Scott Lewis

Signature

ADAMS MAGNETIC PRODUCTS CO

**Printed Name** 

**ASSIGNOR** 

Scott Lewis

Signature

ADAMS MAGNETIC PRODUCTS CO

**Printed Name**