# CH \$65.00 8593

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM349405 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Materials Innovation Technologies, LLC		06/26/2015	LIMITED LIABILITY COMPANY: NORTH CAROLINA

### **RECEIVING PARTY DATA**

Name:	MIT-RCF, LLC
Street Address:	150 Godley Morris Boulevard
City:	Lake City
State/Country:	SOUTH CAROLINA
Postal Code:	29560
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA

### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark		
Serial Number:	85938162	CO-DEP		
Registration Number:	4332186	3-DEP		

### CORRESPONDENCE DATA

**Fax Number:** 8647517800

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:** 864-751-7600

**Email:** barbara.ballew@smithmoorelaw.com

Correspondent Name: Thomas W. Epting

Address Line 1: Smith Moore Leatherwood LLP

Address Line 2: P.O. Box 87

Address Line 4: Greenville, SOUTH CAROLINA 29602

ATTORNEY DOCKET NUMBER:	05018063.1
NAME OF SUBMITTER:	Barbara Ballew
SIGNATURE:	/Barbara Ballew/
DATE SIGNED:	07/28/2015

**Total Attachments: 4** 

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### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made June 26, 2015 by Materials Innovation Technologies, LLC, a North Carolina limited liability company ("Assignor") to MIT-RCF, LLC, a North Carolina limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of the date hereof, pursuant to which Assignor agreed to assign to Assignee all of Assignor's title, rights and interest in and to the trademarks set forth on Schedule A (the "Marks"); and

WHEREAS, Assignor and Assignee wish to document the formal assignment to Assignee of all of Assignor's title, interest and rights in and to such Marks and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby contribute, assign, transfer and set over to Assignee all of Assignor's right, title, and interest in and to the Marks, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith, and all other rights accruing thereunder or pertaining thereto throughout the world, including the right to sue and otherwise recover for all past, present, and future infringement, dilution or other violations thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor authorizes the Director of the United States Patent and Trademark Office, and any officer of any country or countries foreign to the United States whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to record and register this Assignment and to issue the same to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment.

This Assignment shall be construed under the Laws of the State of North Carolina, United States of America without regard to principles of conflicts of laws thereof.

[SIGNATURES ON FOLLOWING PAGES]

TRADEMARK REEL: 005586 FRAME: 0009

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative.

### **ASSIGNOR:**

MATERIALS INNOVATION TECHNOLOGIES, LLC

By: June 2. State

Name: James E. Stake

Title: Pres

STATE OF NOrth Carolina )
: ss.:
COUNTY OF HINLISON )

On this 30rd day of Much, 2015, before me personally appeared Mark E. Stike known to me, who being duly sworn, did depose and say that that the foregoing Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Materials Innovation Technologies, LLC in executing such Assignment.

NOTARY PUBLIC PUBLIC SILVER SON COUNTY

Notary Public:
My commission expires: 424.2016

[Signature Page to Trademark Assignment]

TRADEMARK REEL: 005586 FRAME: 0010

**ACKNOWLEDGED BY:** 

**ASSIGNEE**:

MIT-RCF, LLC

By: Androse & Achwallie Name: Ambrose L. Schwallie Title: CEO

[Signature Page to Trademark Assignment]

**TRADEMARK** REEL: 005586 FRAME: 0011

# **SCHEDULE A**

# Marks

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MARK	COUNTRY	STATUS	SERIAL NO./ FILING DATE		REG. NO./ REG. DATE	
3-DEP	USA	Registered	77729521	5/5/2009	4332186	5/7/2013
CO-DEP	USA	Abandoned	85938162	5/21/2013		

~#4816-2831-3883 v.6~

[Schedule A to Trademark Assignment]

TRADEMARK REEL: 005586 FRAME: 0012

**RECORDED: 07/28/2015**