

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385502

SUBMISSION 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.		03/07/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Graphic Business Solutions Inc		
Street Address:	1912 JOHN TOWERS AVE		
City:	EL CAJON		
State/Country:	CALIFORNIA		
Postal Code:	92020		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3757056	RAINBOW MAGNETICS	
Registration Number:	3539731	MAGNETIC ATTRACTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	mymarks2014@gmail.com		
Correspondent Name:	GRAPHIC BUSINESS SOLUTIONS, INC.		
Address Line 1:	1912 JOHN TOWERS AVE		
Address Line 4:	EL CAJON, CALIFORNIA 92020		
NAME OF SUBMITTER:	KEN HAMILTON		
SIGNATURE:	/KEN HAMILTON/		
DATE SIGNED:	05/24/2016		
Total Attachments: 2			
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OP \$65.00 3757056

TRADEMARK ASSIGNMENT

This Agreement is by and between ADAMS Magnetic Products Inc. ("Assignor") and *GRAPHIC BUSINESS SOLUTIONS* ("Assignee")

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

1. 3757056 RAINBOW MAGNETICS
2. 3539731 MAGNETIC ATTRACTIONS

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

NOW, the parties agree as follows:

1. Assignment. 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. Consideration. In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$1.00 payable on 03/07/2016

3. Representations and Warranties. 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;
- (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. Entire Agreement. 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. Severability. 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. Agreement to Perform Necessary Acts. 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. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Pennsylvania.

Date:

ASSIGNEE

ASSIGNOR

GRAPHIC BUSINESS SOLUTIONS, INC


ADAMS MAGNETIC PRODUCTS

Name

Name



Signature



Signature

KEN HAMILTON
Printed Name

SCOTT LEWIS
Printed Name