

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427440

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DENTS 113, INC. | | 06/02/2014 | Corporation: ARIZONA |
| RECEIVING PARTY DATA | | | |
| Name: | JENNIFER DUFFIELD | | |
| Doing Business As: | DENT-BUSTERS | | |
| Street Address: | 2002 N. STONE AVENUE | | |
| City: | TUCSON | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85705 | | |
| Entity Type: | INDIVIDUAL: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 74241495 | DENT-BUSTERS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 5208820605 | | |
| <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: | 520-882-9300 | | |
| Email: | DENTBUSTERSOFAZ@AOL.COM | | |
| Correspondent Name: | JENNIFER DUFFIELD | | |
| Address Line 1: | 2002 N. STONE AVENUE | | |
| Address Line 4: | TUCSON, ARIZONA 85705 | | |
| NAME OF SUBMITTER: | JENNIFER DUFFIELD | | |
| SIGNATURE: | /JENNIFER DUFFIELD/ | | |
| DATE SIGNED: | 05/13/2017 | | |
| Total Attachments: 3 | | | |
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OP \$40.00 74241495

ASSIGNMENT OF TRADEMARK

This Agreement and Assignment is between Dents 113, Inc. an Arizona Corporation, located at 2002 N. Stone Avenue, Tucson, AZ 85705 ("Assignor"), and Jennifer Duffield, a sole proprietor doing business as Dent-Busters, located at 2002 N. Stone Avenue, Tucson, AZ 85705 ("Assignee").

WHEREAS, Assignor has adopted, used and is using the mark identified on Exhibit A attached hereto and incorporated herein (the "Mark");

WHEREAS, Assignor has adopted, used and is using the trade name "Dent-Busters" and "Dentbusters" (the "Names");

WHEREAS, the Mark is subject to an application for registration of service mark with the United States Patent and Trademark Office serial number 74241495;

WHEREAS, Assignee is desirous of acquiring said Mark and Names and all other marks and trade names associated with Assignor's business and all rights related thereto including all rights encompassed by the application serial number 74241495 and the right of registration thereof (the "Application");

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee all right, title and interest in and to the Mark and Names, the Application and all rights of registration therefore and all other names and marks associated with Assignor's business, together with the good will of the business symbolized by and associated with the Mark and Names, and the Application and any other Marks and Names assigned.
2. Furthermore, Assignor assigns to Assignee all of their right, title, and interest to all damages and profits for past infringement of said Mark and Names.
3. Assignor agrees to fully cooperate with Assignee and its representatives in executing any additional documents that may be required for effecting and recording the assignment made herein and/or for obtaining trademark registration or any other reasonable protection. Assignor hereby irrevocably appoint Assignee as their true and lawful attorney-in-fact to execute, acknowledge and deliver any document to vest in Assignee all right, title and interest in and to the Mark and Names, and/or any other proprietary rights therein and any other documents which Assignee deems reasonably necessary to carry out the intent of this Agreement and Assignment.

4. Further, Assignor assigns all of the right, title and interest in and to, that certain co-existence agreement dated April of 1997 by and between Dentbusters, Inc. an Illinois corporation, located at 770 Factory Road, Addison, Illinois 60101 and Dentbusters Inc., an Arizona corporation with an address of 5211 East Thomas Road, Phoenix, Arizona 85018 (the "Co-existence Agreement") and all rights conferred upon Assignor by that certain decision of the United States Trademark Trial and Appeal Board in Concurrent Use Case Number 1,187 between Dent-Busters, Inc. an Arizona corporation, and Dentbusters, Inc. and Illinois corporation, dated February 6, 2001. Assignor was given the right, title and interest in and to the Co-existence Agreement in a previous assignment from Dentbusters, Inc. an Arizona corporation (Assignment recorded 06/05/2001).
5. Assignor represents and warrants that except for any rights of Dentbusters, Inc., an Illinois corporation, Assignor has full and sufficient right to assign and grant the rights granted to Assignee herein, that the Names and Marks covered by this Assignment do not infringe any trademark, trade name or other intellectual property rights, subject to the Co-existence Agreement, nor has any claim of such infringement been threatened for asserted, no such claim is presently pending against Assignor. Assignor further represents and warrants that the first use in interstate commerce of the Mark that is subject to the Application was July of 1991 and it has been used continuously by Assignee since it was acquired for "painless dent removal of minor motor vehicle body dents and hail damage." Assignor further agrees to indemnify and hold Assignee harmless from and against any and all liabilities, losses, damages, and reasonable costs and expenses (including, but not limited to, attorneys' fees) associated with any claim of infringement with respect to the assigned Marks and Names.

The undersigned represent that they are duly authorized to execute this assignment on behalf of the parties and to bind the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed the above foregoing Agreement and Assignment on the dates set forth below:

Assignor:
DENTS 113, INC. D/B/A
DENT-BUSTERS

By: 
MARK B. CALLAHAN, PRESIDENT

Assignee:
JENNIFER DUFFIELD D/B/A
DENT-BUSTERS

By: 
JENNIFER DUFFIELD, OWNER

Date: 6/2/2014

Date: 6/2/2014

EXHIBIT A

