

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comer Woodford Holdings, LLC		07/01/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	TUMAZ, LLC		
Street Address:	6652 E. County Hwy 30A		
Internal Address:	Suite 200		
City:	Watersound Beach		
State/Country:	FLORIDA		
Postal Code:	32461		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4852538	HUGHEY'S GENERAL STORE	
Registration Number:	4868451	OPEN FOR EVERY NEED HUGHEY'S GENERAL STO	
CORRESPONDENCE DATA			
Fax Number:	8503087115		
<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:	8503087033		
Email:	fbarker@barkerwilliamslaw.com		
Correspondent Name:	Farrar J. Barker		
Address Line 1:	60 Clayton Lane		
Address Line 2:	Suite B		
Address Line 4:	Santa Rosa Beach, FLORIDA 32459		
NAME OF SUBMITTER:	Farrar J. Barker		
SIGNATURE:	/Farrar J. Barker/		
DATE SIGNED:	07/25/2017		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of July 1, 2017, is made by Comer Woodford Holdings, LLC, a Florida limited liability company (“**Assignor**”), in favor of TUMAZ, LLC, a Florida limited liability company (“**Assignee**”).

A. Assignor desires to convey, transfer and assign to Assignee the “*Hughey’s General Store*” trademark of Assignor on the terms and conditions set forth herein; and

B. Assignor has agreed to execute and deliver this Trademark Assignment, for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, in consideration of good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the “*Hughey’s General Store*” trademark, including USPTO Reg. No. 4,852,538, registered November 10, 2015, USPTO Reg. No. 4,868,451, registered on December 8, 2015, registrations of internet domain names incorporating the trademark, all rights of any kind whatsoever of Assignor accruing under the trademark provided by applicable law of any jurisdiction, any and all royalties, fees and other proceeds now or hereafter due or payable with respect to the trademark, and any and all claims and causes of action with respect to the trademark, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, the “**Assigned Trademark**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney. Without limiting the foregoing, Assignor shall cooperate with Assignee and with Assignee’s reasonable instructions in order to effectuate the transfer of Assignor’s domain name registrations related to the Assigned Trademark in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited

registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registration for the Assigned Trademark have been timely filed with and paid to the USPTO, and the trademark registration is otherwise in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to the trademark registration and application.

(b) Assignor owns all right, title and interest in and to the Assigned Trademark, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademark and Assignor's ownership and use thereof.

(c) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, the Assigned Trademark.

4. Indemnity. Assignor shall defend, indemnify and hold harmless Assignee, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Assignor of its representations, warranties and other obligations hereunder.

5. General.

(a) Entire Agreement. This Trademark Assignment, together with the Operating Agreement for the Assignee, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

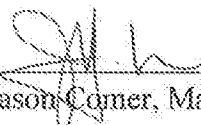
(c) Governing Law. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

COMER WOODFORD HOLDINGS, LLC,
a Florida limited liability company

By: **JACPLA, LLC,** a Florida limited liability company

By: 
Jason Comer, Manager

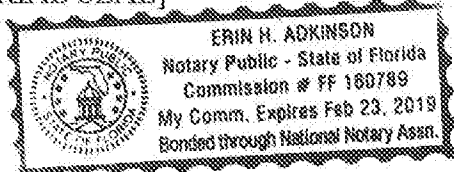
SWORN TO BEFORE ME THIS 1st DAY OF July, 2017

STATE OF FLORIDA
COUNTY OF Walton

The foregoing instrument was acknowledged before me this day of July, 2016, by Jason Comer, in his capacity as Manager of JACPLA, LLC, as a member of Comer Woodford Holdings, LLC, who () personally appeared before me and is personally known to me or () produced _____ as identification.


NOTARY PUBLIC

[NOTARIAL SEAL]



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