900421190 09/14/2017

ETAS ID: TM443213

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE:RESUBMISSIONNATURE OF CONVEYANCE:ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILLRESUBMIT DOCUMENT ID:900416551

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lenore E. Perry		07/18/2017	INDIVIDUAL:
Kenneth A. King		07/18/2017	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Kenneth A. King
Street Address:	6816 Hosler Road
City:	Leo
State/Country:	INDIANA
Postal Code:	46765
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Registration Number:	4150721	FORM A GROOVE	
Registration Number:	4003664	FORM-A-GROOVE	

CORRESPONDENCE DATA

Fax Number: 3126373001

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: 3126373000

Email: trademarks@hahnlaw.com

Correspondent Name: Sherry L. Rollo

Address Line 1: 125 S. Wacker Drive, Suite 2900

Address Line 2: Hahn Loeser & Parks LLP Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 212155.121

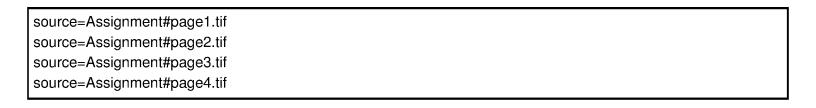
NAME OF SUBMITTER: Sherry L. Rollo

SIGNATURE: /Sherry L. Rollo/

DATE SIGNED: 09/14/2017

Total Attachments: 4

TRADEMARK REEL: 006149 FRAME: 0223



TRADEMARK
REEL: 006149 FRAME: 0224

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made and entered into as of the <u>18</u> day of <u>July</u>, 2017 (the "Effective Date"), by and between **LENORE E. PERRY**, of Leo, Indiana and **KENNETH A. KING**, of Leo, Indiana.

WHEREAS, LENORE E. PERRY is the co-owner of certain trademarks as listed in Exhibit A (hereinafter "The Trademarks");

WHEREAS, LENORE E. PERRY, wishes to convey her interest in The Trademarks to KENNETH A. KING;

WHEREAS, KENNETH A. KING is the other co-owner of The Trademarks and wishes to receive the interest in The Trademarks;

NOW THEREFORE, for and in consideration of the promises, agreements and covenants herein contained, the adequacy, sufficiency and receipt of which are conclusively acknowledged, the Parties hereto agree as follows:

1. Trademark Assignment.

- 1.1 LENORE E. PERRY hereby assigns to KENNETH A. KING, any and all right, title, and interest she has in The Trademarks and associated goodwill including any claims, demands and rights of action, both statutory and based upon common law, that LENORE E. PERRY has or might have the right to assert against any third party by reason of any infringement of The Trademarks, prior to and/or on the date of this Agreement.
- 1.2 LENORE E. PERRY retains no right, title, or interest in The Trademarks or the goodwill associated with The Trademarks.
- 1.3 This assignment shall be subject to any existing license agreements with respect to the Trademarks, which shall remain in full force and effect as provided in any such agreements.

2. Representations and Warranties.

2.1 Each party hereby represents and warrants to the other that it has the power and authority to execute and deliver this Trademark Assignment Agreement and to carry out its provisions.

3. Enforceability.

3.1 If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the

1

same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

4. <u>Modification, Amendment, Supplement, or Waiver.</u>

- 4.1 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and signed by a duly authorized representatives of each Party against whom enforcement of any modification, amendment, supplement or waiver is sought.
- 4.2 A waiver by either Party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

5. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Compliance, Breach, and Cure.

If either Party believes that the other Party is not in compliance with its obligations under this Agreement, the complaining Party shall send the other Party written notice of the complaint as provide for in Paragraph 4, above. As long as the receiving Party cures the complained-of violation within thirty (30) days of receiving the complaint, the complaining Party will not take any further enforcement action regarding the complaint, and the receiving Party will not be deemed in breach of this Agreement.

7. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, and there are no representations, warranties, or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth or referenced in this Agreement.

8. Counterparts.

This Agreement may be executed in counterparts, including a facsimile or electronic signature page (PDF), each of which shall be deemed an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned have executed the above and foregoing Trademark Assignment Agreement on the date first set forth above.

LENORE E. PERRY	KENNETH A. ĶING
By: Lenore E. Perry	By:Kenneth A. King

EXHIBIT A

Mark	Application No.	Registration No.	Country
FORM-A-GROOVE AND DESIGN	85/054,796	4,150,721	United States of America
FORM-A-GROOVE	85/052,921	4,003,664	United States of America

RECORDED: 08/08/2017

TRADEMARK
REEL: 006149 FRAME: 0228