

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM465385

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Writing C.L.A.W of Virginia, LLC		03/07/2018	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Pencil Grip, Inc.		
<b>Street Address:</b>	21200 Superior Street, Unit A		
<b>City:</b>	Chatsworth		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91311		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5275335	WRITING CLAW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	(631) 665-5064		
<b>Email:</b>	asher@thepencilgrip.com		
<b>Correspondent Name:</b>	Asher Provda		
<b>Address Line 1:</b>	21200 Superior Street, Unit A		
<b>Address Line 4:</b>	Chatsworth, CALIFORNIA 91311		
<b>NAME OF SUBMITTER:</b>	Asher Provda		
<b>SIGNATURE:</b>	/Asher Provda/		
<b>DATE SIGNED:</b>	03/13/2018		
<b>Total Attachments: 4</b>			
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OP \$40.00 5275335

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents, or the new address(es) below.

### 1. Name of conveying party(ies):

Writing C.L.A.W of Virginia, LLC

- Individual(s)       Association  
 Partnership       Limited Partnership  
 Corporation- State: \_\_\_\_\_  
 Other LLC

Citizenship (see guidelines) Virginia

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s):

Execution Date(s) \_\_\_\_\_

- Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: The Pencil Grip, Inc.

Street Address: 21200 Superior Street, Unit A

City: Chatsworth

State: California

Country U.S.A.      Zip: 91311

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship \_\_\_\_\_  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship California  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_ Text

B. Trademark Registration No.(s)

5,275,335

Additional sheet(s) attached?  Yes  No

### C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

The WRITING C.L.A.W - for a writing grip for training and aiding proper holding technique of a writing implement.

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Asher Proveda

Internal Address: \_\_\_\_\_

Street Address: 21200 Superior Street, Unit A

City: Chatsworth

State: California      Zip: 91311

Phone Number: (631) 665-5064

Docket Number: \_\_\_\_\_

Email Address: ash@thepencilgrip.com

### 6. Total number of applications and registrations involved:

1

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

Signature

3/7/18  
Date

Asher Proveda, as Chief Executive Officer of The Pencil Grip, Inc.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-6140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1458, Alexandria, VA 22313-1458

## TRADEMARK ASSIGNMENT AGREEMENT

This agreement (the "Agreement") is made and entered into this 7th day of March, 2018 (the "Effective Date"), by and between WRITING C.L.A.W OF VIRGINIA, LLC, a Virginia limited liability company (the "Assignor") and THE PENCIL GRIP, INC., a California corporation (the "Assignee").

WHEREAS Assignor is the owner of the "WRITING CLAW" mark registered with the United States Patent and Trademark Office under Registration No. 5,275,335 (registered August 29, 2017) (the "Mark"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated February 26, 2018, pursuant to which Assignee shall purchase from Assignor certain assets, including specifically, the Mark.

NOW, THEREFORE, in consideration of the mutual promises and conditions hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Ownership.** Assignor is the owner of the Mark. There are no other owners or other persons or entities holding any right, title or interest in the Mark.

2. **Assignment.** Assignor hereby assigns its entire right, title and interest in and to the Mark to Assignee and agrees to assign to the Assignee its entire right, title and interest in and to all United States and foreign copyrights related thereto.

3. **Further Actions.** Assignor agrees personally and for any agents, heirs, personal representatives, successors, and assigns, upon request of the Assignee, to at all times do such acts, such as giving testimony in support of this Assignment, and to execute and deliver promptly to the Assignee such papers, instruments, and documents, as from time to time may be necessary or useful in the Assignee's opinion to apply for, secure, maintain, reissue, extend, or defend the Assignee's worldwide rights in the Mark and any related copyrights, so as to secure to the Assignee the full benefits of the Mark and otherwise to carry into full force and effect the text and the intent of the assignment obligation set out in paragraph 2 above.

4. **Modification of Agreement.** This Agreement may be supplemented, amended, or modified only by the mutual, written agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

5. **Entire Agreement.** This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement and contemplated hereby and thereby constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties.

6. **Counterparts.** This Agreement may be executed in any number of counterparts,

each of which shall be an original, but all of which together shall constitute one instrument. Execution and delivery of this Agreement by exchange of facsimile copies bearing the facsimile signature of a party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such facsimile copies shall constitute enforceable original documents.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

**THE PENCIL GRIP, INC.**

By:   
Asher Proveda  
Chief Executive Officer

**WRITING C.L.A.W OF VIRGINIA, LLC**

By: \_\_\_\_\_  
Philip R. Greer  
Manager


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**THE PENCIL GRIP, INC.**

By: \_\_\_\_\_  
Asher Provda  
Chief Executive Officer

**WRITING C.L.A.W OF VIRGINIA, LLC**

By:  \_\_\_\_\_  
Philip R. Greer  
Manager