

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533555

<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>
Otis Jackson, LLC		03/05/2018	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pencilwrench, LLC		
<b>Street Address:</b>	P.O. Box 3147		
<b>City:</b>	N. Fort Myers		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33918-3147		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5627366	PENCILWRENCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2077741127		
<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>	2077741200		
<b>Email:</b>	jkeenan@bssn.com		
<b>Correspondent Name:</b>	James F. Keenan, Jr.		
<b>Address Line 1:</b>	100 Middle Street		
<b>Address Line 4:</b>	Portland, MAINE 04104		
<b>NAME OF SUBMITTER:</b>	James F. Keenan, Jr.		
<b>SIGNATURE:</b>	/James F. Keenan, Jr./		
<b>DATE SIGNED:</b>	07/25/2019		
<b>Total Attachments: 2</b>			
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source=Trademark Assignment - PENCILWRENCH - 5627366 #page2.tif			

OP \$40.00 5627366

## TRADEMARK ASSIGNMENT


For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Otis Jackson LLC, a Florida limited liability company with a mailing address of P.O. Box 3147 N. Fort Myers, FL 33918-3147 ("Assignor"), hereby assigns, sells and conveys to Pencilwrench, LLC, a Florida limited liability company, with a mailing address of P.O. Box 3147 N. Fort Myers, FL 33918-3147 ("Assignee"), Assignor's entire right, title, and interest throughout the world in and to the Trademarks and all state, federal, international and/or foreign registrations and applications for registration therefore, all rights to make applications for registration therefore, and all goodwill inuring thereto and associated therewith, together with all claims for damages by reason of infringement occurring prior to, on or following the date hereof, with the right to sue for, and collect the same for, Assignee's own use and benefit and for the use and benefit of Assignee's successors and assigns. Further, and without limitation, Assignor assigns, sells and conveys to Assignee any and all rights of Assignor, express or implied, legal or equitable, in and to any licenses or use agreements relating to the Trademarks.

With respect to the assignment of the Trademarks that are subject to any intent-to-use applications pursuant to Section 1(b) of the Lanham (Trademark) Act, 15 U.S.C. §1051(b), Assignor acknowledges that Assignee is the successor to that portion of the business of Assignor to which the subject Trademarks pertain, which business is ongoing and existing, as contemplated under Section 10 of the Lanham (Trademark) Act, 15 U.S.C. § 1060.


The term "Trademarks" means all trade names, trademarks, service marks, logos, design elements and/or trade dress developed by and/or on behalf of Assignor in relation to Assignor's business, including, but not limited to, the trademarks set forth on Schedule A attached hereto and made a part hereof, and any and all derivations, variations and combinations thereof.

Assignor has caused this instrument to be executed effective as of March 5, 2018.



Otis Jackson, LLC

By:   
Name: JOSEPH MCCLUE  
Title: MANAGING PARTNER

Pencilwrench, LLC

By:   
Name: JOSEPH MCCLUE  
Title: PARTNER

Schedule A

Trademark	Appl. Ser. No.	Reg. No.
PENCILWRENCH	87896963	5627366
	N/A	N/A
	N/A	N/A