

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	09/01/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blackfoot, Inc.		06/01/2019	Corporation: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rickey L. Medlocke		
<b>Street Address:</b>	4851 Griffin Blvd.		
<b>City:</b>	Ft. Myers		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33908		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2963037	BLACKFOOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7342224769		
<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>	734-222-4776		
<b>Email:</b>	pfalkenstein@jaffelaw.com		
<b>Correspondent Name:</b>	Peter M. Falkenstein		
<b>Address Line 1:</b>	27777 Franklin Rd.		
<b>Address Line 2:</b>	25th Floor		
<b>Address Line 4:</b>	Southfield, MICHIGAN 48034		
<b>NAME OF SUBMITTER:</b>	Peter M. Falkenstein		
<b>SIGNATURE:</b>	//Peter M. Falkenstein//		
<b>DATE SIGNED:</b>	08/13/2019		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective *nunc pro tunc* as of September 1, 2015, is made by and between BLACKFOOT, INC. ("Assignor"), and RICKEY L. MEDLOCKE, an individual ("Assignee").

### RECITALS:

- A. Assignor is the owner of record of the Trademarks listed on Schedule A (the "Trademarks").
- B. Assignee desires to acquire all of Assignor's entire right, title and interest in and to the Trademarks, together with whatever goodwill is associated with the Trademarks.
- C. Assignor desires to transfer to Assignee all of Assignor's rights in the Trademarks.

### AGREEMENTS:

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, assign, transfer, convey and set over unto Assignee all rights, title and interest in and to the Trademarks, together with all other goodwill associated with the Trademarks, including, but not limited to, any and all rights to register and to renew the Trademarks, together with all rights to sue and recover for past, present and future infringement thereof, to have and to hold forever for the sole and exclusive use and benefit of Assignee.
2. As a result of this Assignment, the Trademarks are to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its heirs, successors, assigns and legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment, sale, conveyance and transfer had not been made.
3. Assignor further covenants and agrees that it shall, at any time, upon Assignee's request, testify in any legal proceeding, execute and deliver any agreement, document, certificate or instrument and generally do all that is possible or that may be necessary or desirable to perfect the title to the Trademarks in Assignee, its heirs, successors, assigns or other legal representatives.
4. If applicable, Assignor hereby authorizes and requests the United States Patent and Trademarks Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Trademarks.
5. This Assignment constitutes the entire understanding between the parties with respect to the subject matter of this Assignment and supersedes any prior discussions, negotiations, agreements and understandings.
6. This Assignment shall be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, without regard to any conflict of law provisions.
7. This Assignment may be executed in one or more counterparts, each of which will be deemed an original agreement, but all of which will be considered one instrument and will become a binding

agreement when one or more counterparts have been signed by each of the parties and delivered to the other. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes.

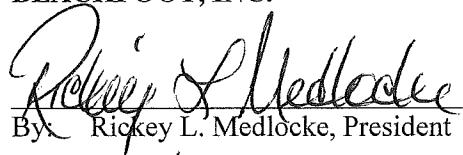
8. The parties represent that they have carefully read this Assignment and have had an opportunity to consult with an attorney. The parties affirmatively state that they understand the contents of this Assignment, and sign this Assignment as their free act and deed.

**IN WITNESS WHEREOF**, the parties have caused this Trademark Assignment to be executed through their duly authorized and empowered representatives as of the date set forth above.

**ASSIGNOR:**

I declare under penalty of perjury that the foregoing is true and correct. Executed on \_\_\_\_\_, 2019.

**BLACKFOOT, INC.**

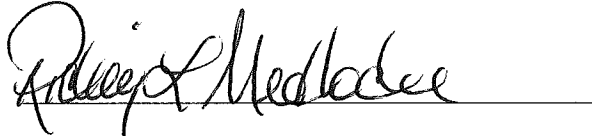
  
By: Rickey L. Medlocke, President

Date: 02/01, 2019

ASSIGNMENT ACCEPTED.

**ASSIGNEE:**

**RICKEY L. MEDLOCKE**



Date: 02/01, 2019

**EXHIBIT A**

**TRADEMARKS**

**UNITED STATES:**

<b>TRADEMARKS</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>	<b>REGISTRATION DATE</b>	<b>CURRENT OWNER</b>
BLACKFOOT	76606277	2963037	06/21/2005	Blackfoot, Inc.