

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569339

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JATAL, INC.		01/17/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Accel Products, Inc.		
Street Address:	1560 Down River Dr.		
City:	Woodland		
State/Country:	WASHINGTON		
Postal Code:	98674-9513		
Entity Type:	Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2280361	PRO-STRAINT	
CORRESPONDENCE DATA			
Fax Number:	5039729115		
<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:	5032246655		
Email:	docketing@khpatent.com		
Correspondent Name:	Owen W. Dukelow		
Address Line 1:	520 SW Yamhill St		
Address Line 2:	Suite 300		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	CCO401		
NAME OF SUBMITTER:	Owen W. Dukelow		
SIGNATURE:	/Owen W. Dukelow/		
DATE SIGNED:	03/27/2020		
Total Attachments: 11			
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source=20180117_Agreement_for_Sale_and_Purchase_of_Business_Assets_CCO401#page8.tif
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**AGREEMENT FOR SALE AND PURCHASE
OF BUSINESS ASSETS**

DATE: January 17, 2018

PARTIES: JATAL, Inc. a Washington corporation doing business as Accel Plastics ("Seller");

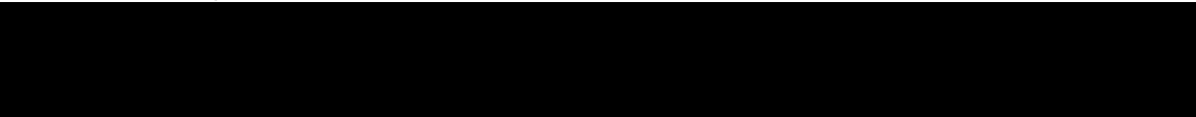
Jack Lowrey, Tamara Lowrey,
Jeff Lowrey, (collectively "Selling Shareholders"); and

Accel Products, Inc., a Washington Corporation. ("Buyer")

RECITALS

A. The Seller operates a business primarily engaged in the manufacturing and supply of plastic products ("business"). The Seller's principal place of business is 4146 B Place NW Auburn, WA 98001 ("premises"). The Seller owns equipment, inventory, contract rights, leasehold interests, intellectual property, and miscellaneous assets used in connection with the operation of its business.

B. Buyer desires to acquire all of the assets of Seller and the Seller desires to sell such assets to Buyer.

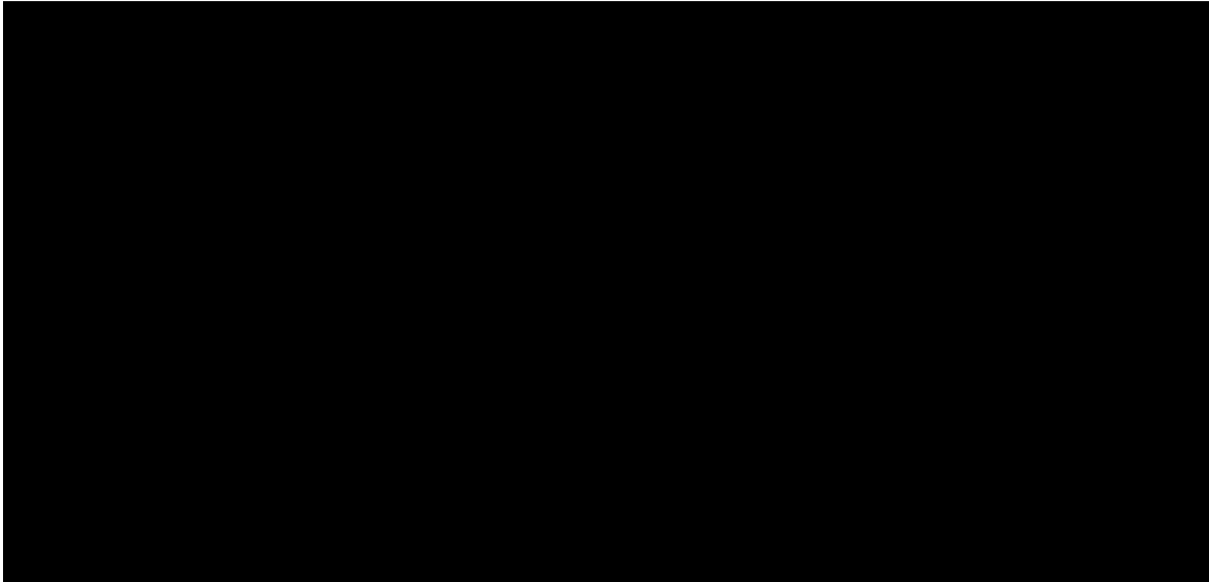


AGREEMENT

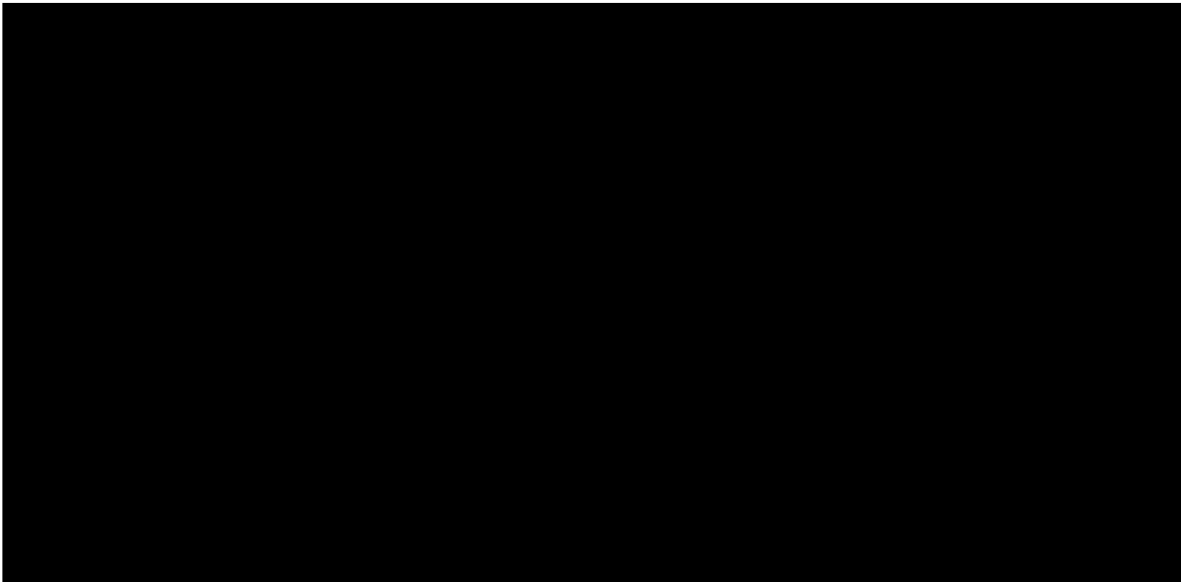
The parties agree as follows:

SECTION 1. ASSETS PURCHASED; LIABILITIES ASSUMED

1.1 Assets Purchased. Seller agrees to sell, and Buyer agrees to buy from Seller all assets, tangible and intangible, owned or used by Seller in connection with its business that are not specifically excluded in Section 2 below. Such assets include existing contracts and agreements that Buyer specifically agrees to assume or take an assignment of (the "Contracts") and accounts receivable listed on Schedule 1.1(b), and all marks and corresponding goodwill of Seller, copyrights, copyrightable material, and other intellectual property used in or originating from Seller's business, but excluding Seller's cash on hand (collectively, the "Assets"). Buyer will indemnify and hold Sellers harmless from Contracts that Buyer explicitly assumes on Schedule 1.1(b).



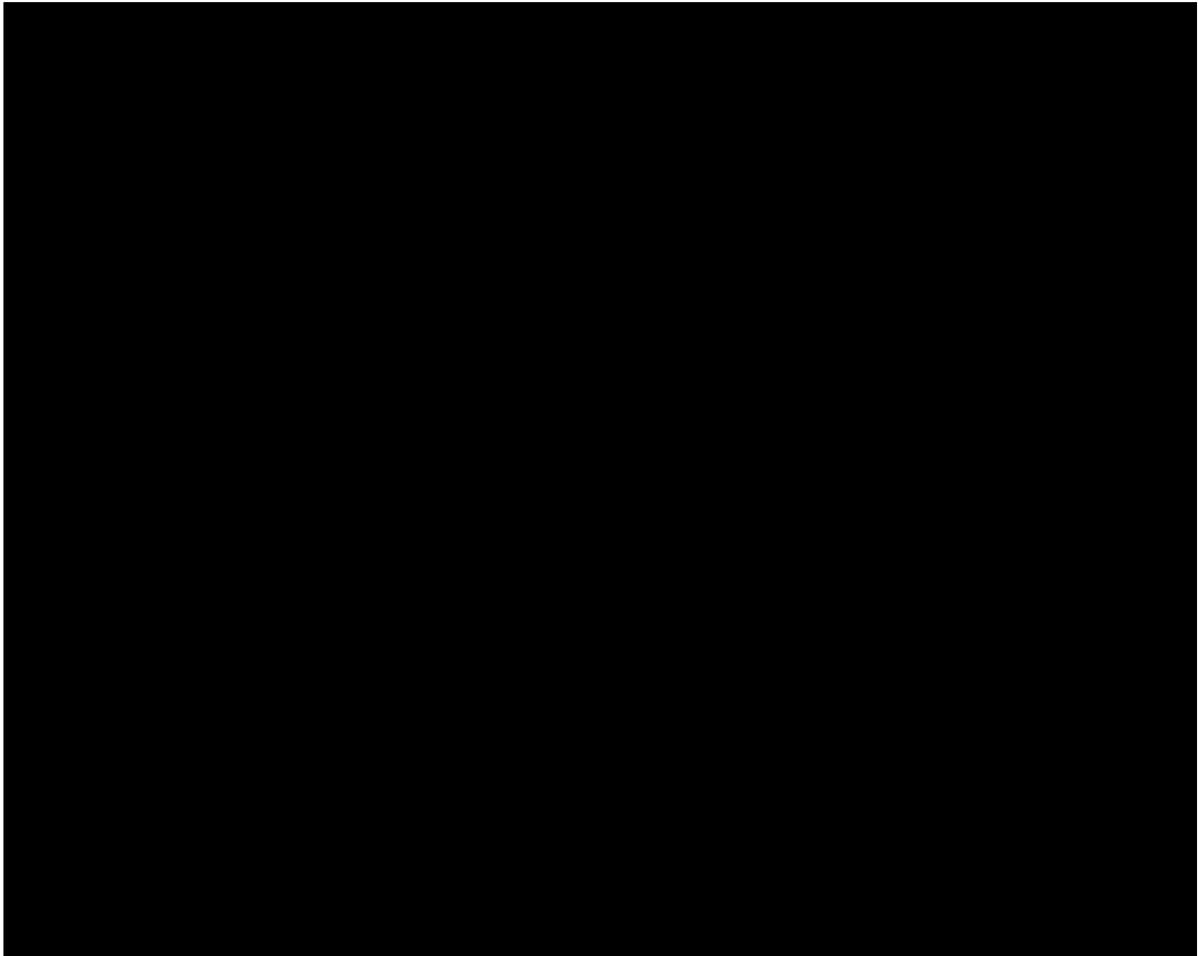
(f) All patents, trademarks, trade names, copyrights, service marks, and domain names of the Seller, including but not limited to those listed on Schedule 1.1(f), all registrations for them, all applications pending for them; Seller's goodwill arising from them, and all other proprietary rights and intangible property of the Seller, including blogs, trade secrets, inventions, technology, software, operating systems, customer lists, customer relationships, customer agreements, customer understandings, drawings, blueprints, plans, know-how, formulae, slogans, processes, and operating rights and all other similar items and all such items acquired by the Seller or coming into existence on or before the Closing Date;



Pages 3-9 Redacted



9.12 Intellectual Property. Schedule 1.1(g) contains a complete and accurate list of the Seller's patents, trademarks, trade names, copyrights, technology, domain names, know-how, processes, related applications, and other intellectual property used in the Business (the "Intellectual Property"). The Seller owns all its Intellectual Property free and clear of all liens, claims, and encumbrances. To the Seller's knowledge, the Seller's use of its Intellectual Property does not create any conflict with or infringe on any rights of any other person and no claims of conflict or infringement have been asserted against the Seller. Schedule 1.1(g) also describes all agreements, licenses, permits, and other instruments under which the Seller has acquired or been granted or sold or granted a right to use any Intellectual Property, together with a brief description of such Intellectual Property.



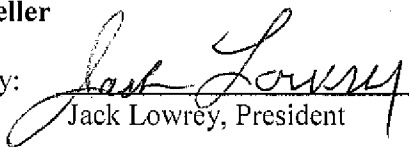
Pages 11-23 Redacted



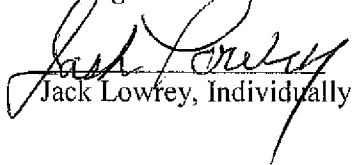
22.19 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

The parties enter into this Agreement as of the date first written above.

Seller

By: 
Jack Lowrey, President

Selling Shareholders


Jack Lowrey, Individually

Pages 26-29 Redacted

Pages 1-22 Redacted

9.12 Intellectual Property

Aedec Patents

US 2,280,361 Date of Registration September 28 1999

US 7,503,587 B2 March 17 2009

Trademark Principal Register of "Pro-Straint"

Registration number 2,280,361 September 28 1999

Pages 24 and 25 Redacted