\$40.00 + 9356

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM600791

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TMAFS, LLC		10/01/2020	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Joseph D. Osborne	
Street Address:	346 9th Street SE	
City:	Hickory	
State/Country:	NORTH CAROLINA	
Postal Code:	28602	
Entity Type:	e: INDIVIDUAL: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4935624	THE NEXT BUG THING

CORRESPONDENCE DATA

Fax Number: 6023647070

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: (602) 364-7000

Email: Lisa.Mansur2@bryancave.com

Correspondent Name: Bryan Cave Leighton Paisner LLP

Address Line 1: Two North Central Avenue, Suite 2100

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	1087612.000003
NAME OF SUBMITTER:	Cory Smith
SIGNATURE:	/Cory Smith/
DATE SIGNED:	10/01/2020

Total Attachments: 2

source=1087612-000003-Assignment#page1.tif source=1087612-000003-Assignment#page2.tif

TRADEMARK REEL: 007067 FRAME: 0145

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is made by and between **TMAFS**, **LLC**, a North Carolina limited liability company, located at 346 9th Street SE, Hickory, North Carolina 28602 ("<u>Assignor</u>"), and **JOSEPH D. OSBORNE**, an individual residing at 346 9th Street SE, Hickory, North Carolina 28602 ("<u>Assignee</u>"), individually referred to as a "<u>Party</u>" or collectively as the "<u>Parties</u>."

RECITALS

WHEREAS as of October 1, 2020 the Parties entered into that certain Assignment Agreement (the "<u>Assignment Agreement</u>"), which conveyed the entire right to U.S. Trademark Registration No. 4,935,624 for The Next Bug Thing (the "<u>Mark</u>"); and

WHEREAS the Parties wish to enter into this Trademark Assignment for the sole purpose of confirming and memorializing some of the terms of the Assignment Agreement that are not confidential, proprietary and/or trade secrets of either Party, and making said terms of record in the U.S. Patent and Trademark Office;

TERMS AND CONDITIONS

NOW, THEREFORE, pursuant to the Assignment Agreement and in consideration of the mutual premises and covenants contained therein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

Assignor shall irrevocably assign, set over, transfer, convey, and deliver, and does hereby irrevocably assign, set over, transfer, convey, and deliver to Assignee all right, title, and interest in, to, and under the Mark, and any applications or registrations therefor, together with the goodwill of the business in connection with which the Mark is used and which are symbolized by the Mark, including, but not limited to, the use of the Mark in any manner, and Assignor does hereby further assign, sell, transfer and convey unto Assignee any and all claims of Assignor for past, current, and future infringement and any and all causes of action of Assignor with respect to or arising out of the Mark, along with the right to recover damages and profits for past, current, and future infringements thereof.

Assignee's expense as Assignee may deem necessary or desirable to procure, maintain, perfect, enforce, and defend the full benefits, enjoyment, rights, title and interest of the Mark; and (b) to render all necessary assistance in the preparation and prosecution, in Assignee's name and for its benefit, of any applications, renewals, and extensions covering the Mark.

This Trademark Assignment is made pursuant to the Assignment Agreement. To the extent of any conflict or contradiction between the terms of this Trademark Assignment and the Assignment Agreement, the terms of the Assignment Agreement shall prevail and control.

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by the Parties and is effective as of the date of the latest signature below.

TRADEMARK
REEL: 007067 FRAME: 0146

TMAFS	, LLC (Assignor):	
Dated:	10/1/20	Signature: 1
	·	Printed Name: JOSEPH (1827)
		Tinle: Paca S
JOSEPI	ID. OSBORNE (Assignee):	Signature:
Dated:	b/4/20	Signature: 1
	* **	

8