# СН \$115.00 86

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM646580

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MOCI LLC		04/08/2021	Limited Liability Company: TEXAS

### **RECEIVING PARTY DATA**

Name:	Synthetic Grass Pros Distributing, LLC	
Street Address:	205 Boring Drive	
City:	Dalton	
State/Country:	GEORGIA	
Postal Code:	30721	
Entity Type:	Limited Liability Company: GEORGIA	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	86568036	SYNTHETIC GRASS PROS
Serial Number:	86568025	SYNTHETIC TURF DEPOT
Serial Number:	86568032	SYNTHETIC GRASS PROS
Serial Number:	86568022	SYNTHETIC TURF DEPOT

### **CORRESPONDENCE DATA**

Fax Number:

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:** 9133033843

**Email:** docketing@avant.law

Correspondent Name: Anna M. Quinn
Address Line 1: 12980 Metcalf Ave.

Address Line 2: Suite 180

Address Line 4: Overland Park, KANSAS 66213

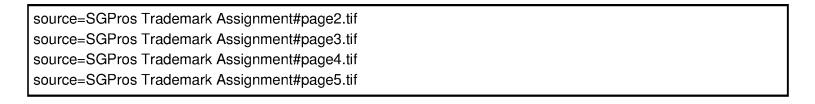
NAME OF SUBMITTER:	Anna M. Quinn	
SIGNATURE:	/Anna M. Quinn/	
DATE SIGNED:	05/13/2021	

**Total Attachments: 5** 

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TRADEMARK REEL: 007291 FRAME: 0238

### TRADEMARK ASSIGNMENT AGREEMENT

Effective as of April 8, 2021 (the "Effective Date"), Moci, LLC, a Texas limited liability company (hereinafter referred to as "Assignor"), enters into this Trademark Assignment Agreement (the "Agreement") with Synthetic Grass Pros Distributing, LLC, a Georgia limited liability company (hereinafter referred to as "Assignee"), subject to the terms and conditions set forth herein.

WHEREAS, Assignor is the owner of the trademarks set forth on Exhibit A (the "Marks"), together with the goodwill of the business symbolized thereby in connection with the goods and/or services on which the Marks are used;

WHEREAS, Assignor and Assignee are the parties to that certain Asset Purchase Agreement dated April 8, 2021 whereby Assignee has contemporaneously purchased from Assignor and/or its affiliates certain business operations and assets associated with the Marks; and

WHEREAS, Assignor desires to convey, transfer, assign, deliver, and contribute to Assignee all of its right, title and interest in and to the Marks as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby irrevocably and unconditionally conveys, sells, assigns, delivers, and transfers to Assignee, and Assignee hereby accepts, Assignor's entire worldwide right, title and interest of whatever kind in and to the Marks, together with all the goodwill of the business associated therewith and symbolized thereby, and any trademark registrations and trademark applications Assignor has filed in the United States Patent and Trademark Office and in any foreign countries with respect to the Marks, along with any priorities, rights or registrations resulting therefrom; and any and all rights and causes of action to recover and retain past, present, or future damages, royalties, fees, profits, or other relief, including equitable or injunctive relief, arising from infringement of the Marks by a third party and to which Assignor is or would have been entitled had the Assignment not been made.
- 2. Assignor agrees, for itself and its successors, with said Assignee and its successors and assigns, but at Assignee's or their expense and charges, hereafter to execute all applications, amended specifications, deeds, instruments, or other documents, and to do all acts necessary or proper to secure the grant of registered trademarks and service marks in the United States and in all other countries to Assignee, in such form as shall be approved by the counsel of Assignee and to vest and confirm in Assignee its successors and assigns, the legal title to the Marks.
- 3. Assignor agrees, if requested, to cooperate with Assignee in connection with the protection of the Marks and enforcement of all rights associated with the Marks.

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- 4. Assignor represents and warrants that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests, licenses, other encumbrances, or any other grant of rights of any kind. Assignor further warrants and represents that it has no knowledge of any claim that any third party has an interest in any of the Marks or that the Marks violate any rights of any third party. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignee's ownership and use thereof following transfer by this Agreement.
- 5. The undersigned represents and warrants if executed in a representative capacity (*e.g.*, as an officer of a corporate entity) that he/she has full requisite authority to execute this Agreement on behalf of the party as indicated and to obligate such party to its terms.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIG	NOR:
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MOCI, LLC

Name: Tim Dvorak

Title: President

### ASSIGNEE:

SYNTHETIC GRASS PROS DISTRIBUTING, LLC

By:\_\_\_\_\_

Name: Ronald L. Bennett

Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound by the terms hereof, have caused this Agreement to be executed, under seal, as of the date first above written by their officers or other representatives thereunto duly authorized.

ASSIGNOR:	
MOCI, LLC	
By:	
Name: Tim Dvorak	
Title: President	

### ASSIGNEE:

SYNTHETIC GRASS PROS DISTRIBUTING, LLC

Name: Ronald L. Bennett
Title: Chief Executive Officer

Signature Page - Trademark Assignment

# **EXHIBIT A**

# THE MARKS

# 1. Registrations/Applications:

Mark	Registration Status	Class(es)	Serial No.	Reg. No.	Reg. Date
SYNTHETIC GRASS PROS	Registered	IC 35 IC 37	86568036	4815075	September 15, 2015
SYNTHETIC TURF DEPOT	Registered	IC 35 IC 37	86568025	4815074	September 15, 2015
Synthetic Grass Pros	Registered	IC 35 IC 37	86568032	4921476	March 22, 2016
SYNTHETIC DEPOT	Registered	IC 35 IC 37	86568022	4862449	December 1, 2015

# 2. Common Law Trademarks:

**RECORDED: 05/13/2021** 

Mark
SYNTHETIC GRASS PROS
SYNTHETIC TURF DEPOT

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