# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM667247

SUBMISSION TYPE:	NEW ASSIGNMENT

**NATURE OF CONVEYANCE:** NUNC PRO TUNC ASSIGNMENT

**EFFECTIVE DATE:** 06/01/2016

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TM Projects Ltd.		08/10/2021	Corporation: ILLINOIS

### **RECEIVING PARTY DATA**

Name:	T Maas Projects Co.	
Street Address:	525 Woodland Square Blvd. Ste 250	
City:	Conroe	
State/Country:	TEXAS	
Postal Code:	77384	
Entity Type:	Corporation: FLORIDA	

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	6080521	WORLD PEACE
Registration Number:	4508022	SUMMER SHINE
Registration Number:	5015923	SUMMER SHINE
Registration Number:	3385471	IBARTEND
Serial Number:	86688412	WINTER SHINE

#### 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: 2626326900

Email: trademarks@janlaw.com

Jansson Munger McKinley & Kirby Ltd. Correspondent Name:

4061 N. Main Street, Suite 200 Address Line 1: Address Line 4: Racine, WISCONSIN 53402

NAME OF SUBMITTER:	John E. Munger
SIGNATURE:	/John E. Munger/
DATE SIGNED:	08/12/2021

**Total Attachments: 3** 

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REEL: 007389 FRAME: 0617

## CONFIRMATORY ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made and shall be effective nunc pro tunc as of June 1, 2016 (the "Effective Date"), by and between TM Projects Ltd, an Illinois corporation, with an office located at 6 Pheasant Row, Lincolnshire, Illinois, 60069 ("Assignor") and T Maas Projects Co., a Florida corporation, with an office located at 525 Woodland Square Blvd. Ste 250, Conroe, TX 77384 ("Assignee").

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks in word and stylized forms as shown on Exhibit A attached hereto, including the listed U.S. trademark registrations and application, all common law rights in said trademarks, and the goodwill associated with said trademarks and the related businesses (collectively the "Assigned Trademarks");

WHEREAS, effective June 1, 2016, Assignor and Assignee entered into an Agreement of Merger and Plan of Reorganization whereby, among other things, the separate existence of Assignor ceased and Assignee acquired from Assignor all property, real, personal, and mixed of Assignor, including the aforementioned Assigned Trademarks, and said Agreement of Merger and Plan of Reorganization explicitly authorizes the last acting officers of Assignor or the corresponding officers of Assignee to enter into the present Confirmatory Assignment in order to vest, perfect, and confirm in Assignee title to and possession of Assignor's property, rights, privileges, and interests, including in the Assigned Trademarks, to carry out the purposes of said Agreement of Merger and Plan of Reorganization;

WHEREAS, Assignor and Assignee desire to enter into this Confirmatory Assignment so as to confirm the transfer of rights in the Assigned Trademarks previously made in the aforesaid Agreement of Merger and Plan of Reorganization, to transfer rights in WORLD PEACE, and to have a document for purposes of recordation with the United States Patent and Trademark Office to create a public record of the assignment of said Assigned Trademarks and for all other necessary purposes;

WHEREAS, Assignee desired and desires to acquire, and Assignor desired and desires to transfer to Assignee, all of Assignor's rights throughout the world in and to the Assigned Trademarks, such rights further including, without limitation, the right to any past and future royalties and to recover damages and profits for past and future infringements of the Assigned Trademarks;

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby confirms the prior sale, assignment, and transfer of the Assigned Trademarks unto Assignee, and, for certainty, Assignor hereby sells, assigns, and transfers unto Assignee effective nunc pro tunc to June 1, 2016, all right, title, and interest in and to the Assigned Trademarks, together with all common law rights therein, the goodwill of the businesses in connection with which the Assigned Trademarks have been used and which is symbolized by the Assigned Trademarks throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to any past and future royalties and to sue for and collect damages and profits for past and future infringements thereof, as applicable, to be held and enjoyed by the Assignee for its own use and

Page 1 of 3

TRADEMARK
REEL: 007389 FRAME: 0618

benefit and for its successors and assigns as the same would have been held by Assignor had this Assignment not been made.

Where appropriate, the parties authorize and request the Commissioner of Trademarks of the United States Patent and Trademark Office, whose duty it is to register trademarks, to record Assignee as the assignee and owner of the Assigned Trademarks.

Assignor and Assignee hereby further undertake that they will execute such additional documents and take such further actions as may be reasonably required in order to confirm and further effectuate the assignment of the Assigned Trademarks including, but not limited to, executing additional documents as requested by Assignee, assisting Assignee in perfecting Assignee's rights to the Assigned Trademarks and other rights, and requesting that all assigned rights be transferred to Assignee. Without limiting the general applicability of the foregoing, Assignor shall reasonably cooperate with and assist Assignee in the submission of any electronic messages, approvals, or any other documents required in connection with this Assignment.

This Assignment (i) may be executed in one or more counterparts and delivered by facsimile, portable document format or other electronic means, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement; (ii) shall be binding upon and inure to the benefit of the parties hereto, and each of their successors and assigns; (iii) shall be governed in all respects by the internal laws of the State of Wisconsin, without regard to its conflicts of law principles which would require application of the laws of another jurisdiction; and (iv) may not be amended or modified unless in writing and signed by Assignee and Assignor.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment effective as of the Effective Date.

ASSIGNOR:	ASSIGNEE:
TM Projects Ltd.	T Maas Projects Co.
By: THOMAS MAKS	By: Tro HAS MAKS
Name: //Du-d/u-	Name: And Ehry
Title: President	Title: Presider
Date: 8-10-2/	Date: 8-10-21

# **EXHIBIT** A

No.	Trademark	U.S. Federal and Common Law Rights
1	WORLD PEACE & Design	U.S. Trademark Registration No. 6,080,521; Word mark and stylized mark shown below under the common law.
2	SUMMER SHINE & Design	U.S. Trademark Registration Nos. 4,508,022 and 5,015,923; Word mark and stylized mark shown below under the common law.
3.	IBARTEND	U.S. Trademark Registration No. 3,385,471; Word mark and stylized mark shown below under the common law.  Bartend
4	WINTER SHINE	U.S. Trademark Serial No. 86/688,412; Word mark.

2021-87-02

Page 3 of 3