

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751370

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900705150		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BUCKEYE LURES, INC.		07/01/2022	Corporation: GEORGIA
JEREMY ALTMAN		07/01/2022	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	GSM Holdings, Inc.		
Street Address:	5250 Frye Road		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75061		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2843754	SPOT REMOVER	
Registration Number:	4738903	THE SLED	
Registration Number:	4845511	JWILL	
Registration Number:	4976737	J-WILL	
CORRESPONDENCE DATA			
Fax Number:	7139750995		
<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:	18328866845		
Email:	info@dmiplaw.com		
Correspondent Name:	D'Ambrosio & Menon, PLLC		
Address Line 1:	3 Sugar Creek Center Blvd., Suite 100		
Address Line 4:	Sugar Land, TEXAS 77478		
ATTORNEY DOCKET NUMBER:	GSM001/BUCKEYETMS		
NAME OF SUBMITTER:	Tanya Taylor		
SIGNATURE:	/Tanya Taylor/		
DATE SIGNED:	08/25/2022		

Total Attachments: 6

source=CoverSheet_Revised#page1.tif

source=Buckeye to GSM Holdings, Inc. - Intellectual Property (IP) Assignment (Executed)_Trademarks#page1.tif

source=Buckeye to GSM Holdings, Inc. - Intellectual Property (IP) Assignment (Executed)_Trademarks#page2.tif

source=Buckeye to GSM Holdings, Inc. - Intellectual Property (IP) Assignment (Executed)_Trademarks#page3.tif

source=Buckeye to GSM Holdings, Inc. - Intellectual Property (IP) Assignment (Executed)_Trademarks#page4.tif

source=Buckeye to GSM Holdings, Inc. - Intellectual Property (IP) Assignment (Executed)_Trademarks#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Agreement”) is effective as of July 1, 2022 by and between GSM HOLDINGS, INC., a Delaware corporation (“Assignee”), BUCKEYE LURES, INC., a Georgia corporation (“Buckeye”), and JEREMY ALTMAN, an individual residing in Georgia (“Altman”, and together with Buckeye, each an “Assignor” and collectively, “Assignors”).

WITNESSETH:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement by and among Assignors, Assignee and the other parties thereto dated as of the date hereof (the “Purchase Agreement”), which provides, among other things, for sale, assignment, conveyance and transfer of certain assets to Assignee, including certain Intellectual Property (as defined in the Purchase Agreement). This Agreement is made and delivered in accordance with the Purchase Agreement in order to evidence the transfer of interest in the Intellectual Property as provided in the Purchase Agreement.

WHEREAS, Assignors and Assignee desire that all of each Assignor’s respective rights, titles and interests in and to all Intellectual Property owned or held by each Assignor be assigned, transferred, conveyed and delivered to Assignee.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Assignment of Intellectual Property Rights.

(a) Assignment. Each Assignor hereby irrevocably assigns, sells, conveys, delivers and transfers to Assignee all right, title and interest in and to any and all Intellectual Property owned or held by each Assignor (including, but not limited to, the Intellectual Property listed on Exhibit A hereto, including any and all common law rights associated with the Intellectual Property), together with the goodwill of the Business relating to the products and services on or in connection with which the Intellectual Property is used (as applicable) and symbolized thereby, and registrations and pending registration applications thereof, together with all income, royalties, and damages hereafter due or payable to each Assignor with respect to the Intellectual Property, respectively.

(b) Further Assurances. Each Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee’s interest in, ownership of or title to the Intellectual Property, to clear any encumbrances on the Intellectual Property, or otherwise give full effect to the purposes of this Agreement.

3. Miscellaneous.

(a) Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

(b) Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

(d) Purchase Agreement. Nothing contained in this Agreement will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Agreement being intended only to effect the transfer by each Assignor to Assignee of the Intellectual Property. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.

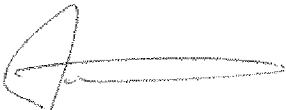
(e) Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

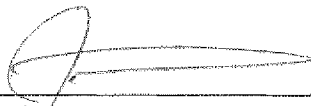
[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNORS:

BUCKEYE LURES, INC., a Georgia corporation

By: 
Name: Jeremy Altman
Title: Chief Executive Officer


Jeremy Altman

ASSIGNEE:

GSM HOLDINGS, INC., a Delaware corporation

By: _____
Name: Edward R. Castro
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignors and Assignee have each caused this Agreement to be duly executed as of the date first written above by their duly authorized representatives.

ASSIGNORS:

BUCKEYE LURES, INC., a Georgia corporation

By: _____

Name: Jeremy Altman

Title: Chief Executive Officer

Jeremy Altman

ASSIGNEE:

GSM HOLDINGS, INC., a Delaware corporation

By:  _____

Name: Edward R. Castro

Title: Chief Executive Officer

Exhibit A

Trademark Registrations:

Title Or Mark	Owner of Record	Filing Date	Application Serial Number	Registration Number	Date Issued
SPOT REMOVER	Buckeye Lures, Inc.	02/24/2003	76/491,439	2,843,754	05/18/2004
THE SLED	Buckeye Lures, Inc.	10/01/2014	86/411,809	4,738,903	05/19/2015
JWILL	Buckeye Lures, Inc.	03/27/2015	86/578,625	4,845,511	11/03/2015
J-WILL	Buckeye Lures, Inc.	09/15/2015	86/757,253	4,976,737	06/14/2016