ETAS ID: TM776630

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Krause Dairy Products, LLC		11/21/2022	Limited Liability Company: UTAH
Jason Krause		11/21/2022	INDIVIDUAL: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Genesis Industries, Incorporated	
Street Address:	303 S. McKay Avenue	
City:	Spring Valley	
State/Country:	WISCONSIN	
Postal Code:	54767-9055	
Entity Type:	Corporation: WISCONSIN	

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

Property Type	Number	Word Mark
Registration Number:	4375420	QUICK TIP
Registration Number:	5712686	WRAPID CUT
Registration Number:	4542916	WRAPID CUT
Registration Number:	5126003	SILVER BOLUS

### CORRESPONDENCE DATA

7153866177 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: 715-386-5800

Email: ccarper@skinnerlaw.com

**Correspondent Name:** Carol N. Skinner

Address Line 1: 212 Commercial Street Address Line 4: Hudson, WISCONSIN 54016

ATTORNEY DOCKET NUMBER:	KRAUSE
NAME OF SUBMITTER:	Carol N. Skinner
SIGNATURE:	/Carol N. Skinner/
DATE SIGNED:	12/27/2022

## **Total Attachments: 3**

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### ASSIGNMENT

This Assignment (this "Assignment"), dated this 21 day of November, 2022, is entered into by and between JASON KRAUSE, an individual and resident of Utah and KRAUSE DAIRY PRODUCTS, LLC, a Utah limited liability company, collectively and individually (the "Assignor"), and GENESIS INDUSTRIES, INCORPORATED a Wisconsin corporation (the "Assignee").

#### RECITALS

WHEREAS, the Assignor is the owner of all rights, title, and interests in the trademarks/IP set forth in the attached Schedule A (the "Marks/IP");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's rights, title, and interests in and to the Marks/IP;

NOW, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties, intending to be legally bound, hereto agree as follows:

- 1. The Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, the Assignor's entire rights, titles, and interests, whether now existing or hereafter acquired, in and to the Marks/IP together with all the associated goodwill of its business symbolized by the Marks/IP, and all applications and registrations of the Marks/IP, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks/IP, including infringement of the Marks/IP, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee's own name; provided that, with respect to United States intent-to-use trademark applications set forth in <a href="Schedule A">Schedule A</a>, the transfer of such applications accompanies the transfer of the Assignor's business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.
- 2. The Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request and as may be required under the applicable intellectual property and trademark laws and requirements, to carry out and fulfill the purposes and intent of this Assignment.
- This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.
- 4. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the domestic laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Utah.

- 5. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.
- 6. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be duly executed as of the date first above written.

8y:	Docusigned by:  Jason Eraiuse  Cocuazzescozuses				
Name:	Name: Jason Krause, Sole Member				
By:	Jason Erause				
Name:	Jason Krause, individually				
ASSIGN	EE: GENESIS INDUSTRIES INCORPORATED				
Вус	Mark Anderson  88856FF782AHAO3				
Name:	Mark L. Anderson				

Title: President

ASSIGNOR: Krause Dairy Products, LLC

# SCHEDULE A

Mark	Owner [Assn. Reel/Frame]	Serial No.	Filing date	Reg date	Reg. No.
QUICK TIP	Jason Krause	85/784,385	11/20/2012	7/30/2013	4,375,420
WRAPID CUT	Krause Dairy Products, LLC	87/939,576	5/29/2018	4/2/2019	5,712,686
WRAPID-CUT	Jason Krause	86/080,917	10/2/2013	6/3/2014	4,542,916
SILVER BOLUS	Krause Dairy Products, LLC	86/773,250	9/30/2015	1/17/2017	5,126,003

**RECORDED: 12/27/2022**