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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM787122

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Coker Tire Company, Inc.		07/29/2022	Corporation: TENNESSEE

## **RECEIVING PARTY DATA**

Name:	Joseph D. Coker	
Street Address:	1317 Chestnut Street	
City:	Chattanooga	
State/Country:	TENNESSEE	
Postal Code:	37405	
Entity Type:	INDIVIDUAL: UNITED STATES	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3807018	STANWELD

### **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:** 4237570211

Email: sadams@chamblisslaw.com

Correspondent Name: Stephen Adams

Address Line 1: 605 Chestnut street, ste 1700
Address Line 4: Chattanooga, TENNESSEE 37450

NAME OF SUBMITTER:	Stephen Adams
SIGNATURE:	/Stephen Adams/
DATE SIGNED:	02/15/2023

### **Total Attachments: 5**

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> TRADEMARK REEL: 007971 FRAME: 0194

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# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), effective as of June 30, 2022, is entered into by and between Coker Tire Company, Inc., a Tennessee corporation ("Assignor"), and Tolery D. Coker a Tolery D. ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignce have entered into an Agreement, of even date herewith (the "Agreement"), pursuant to which, among other things, Assignor has agreed to sell the Assigned Trademark (defined below) to Assignce; and

WHEREAS, Assignor and Assignee now desire to carry out the transactions contemplated by the Agreement, and this Trademark Assignment is being executed to evidence the sale, conveyance, transfer, assignment and delivery of all of Assignor's right, title to and interest in the Assigned Trademark.

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

- 1. <u>Definitions</u>. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Agreement.
- 2. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following:
  - (a) the trademark registration and trademark application set forth on <u>Schedule 0</u> hereto and all issuances, extensions, and renewals thereof (the "<u>Assigned Trademark</u>"), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademark:
  - (b) all rights of any kind whatsoever of Assignor accruing under the Assigned Trademark provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to the Assigned Trademark; and
  - (d) any and all claims and causes of action with respect to the Assigned Trademark, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

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- 3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and Assignee's successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademark to Assignee, or any assignee or successor thereto.
- 4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 5. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law.</u> This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Traditional Analysis as of the date first written above.

# ASSIGNOR:

COKER TIRE COMPANY, INC.

By: Name: Michael Kedlog Its: Chief Executive Offices

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My commission expires:	N 23 2025	•		



# SCHEDULE 1

# **Assigned Trademark**

# Trademark Registration

Mark	Jurisdiction	Registration Number	Registration Date
Stanweld	United States	3807018	12/04/09; first renewal recorded 09/23/2019

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