

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultra Lift, Inc.		07/31/2017	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Mason Fiberglass, LLC		
Street Address:	260 Depot Street		
City:	Leesburg		
State/Country:	OHIO		
Postal Code:	45135		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4939682	LIL' PUP	
Registration Number:	4193854	PETSITTER	
Registration Number:	3813954	THE COMPETITOR	
Registration Number:	3813949	WALK-AROUND	
Registration Number:	3693966	THE PAW	
Registration Number:	3693962	TOP DOG	
Registration Number:	3414438	ULTRA LIFT	
Serial Number:	87360470	3-SIDE SPLASH	
CORRESPONDENCE DATA			
Fax Number:	5133815823		
<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:	513-381-0656		
Email:	tmoore@kplaw.com		
Correspondent Name:	Terry E. Moore		
Address Line 1:	201 E. Fifth Street, Suite 800		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Terry E. Moore		
SIGNATURE:	/Terry E. Moore/		

OP \$215.00 4939682

DATE SIGNED:	10/03/2017
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Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is made as of the 31st day of July, 2017 (the “Effective Date”), by and between **Ultra Lift, Inc.**, a Wisconsin corporation, with its principal offices located at N5026 State Road 22 & 110, Manawa, Wisconsin 54949 (the “Assignor”), and **Mason Fiberglass, LLC**, an Ohio limited liability company with its principal offices located at 260 Depot Street, Leesburg, OH 45135 (the “Assignee”).

WHEREAS, on the Effective Date, the Assignee purchased substantially all of the assets and business of the Assignor (the “Acquisition”), pursuant to the terms and conditions of an Asset Purchase Agreement dated as of the Effective Date (the “Purchase Agreement”); and

WHEREAS, the execution and delivery of this Assignment was a condition to closing the Acquisition under the terms of the Purchase Agreement; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks and the corresponding registrations and/or applications for registration set forth on Exhibit 1 (collectively, the “Trademarks”), together with the goodwill of the business connected with and symbolized by the Trademarks; and

WHEREAS, in connection with the Acquisition, Assignee desires to acquire all right, title and interest in and to the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title and interest in and to the Trademarks, together with (i) the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, and any priority right that may arise from the Trademarks), (ii) all income, royalties, and damages that become due or payable to the Assignor with respect to the Trademarks, including damages and payments for past or future infringements and misappropriations of the Trademarks, and (iii) all rights to sue for past, present, and future infringements or misappropriations of the Trademarks, all of the preceding rights, title and interests to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

2. Assignor represents and warrants that it owns all right, title and interest in the Trademarks and that no share, interest, assignment, or other right to the Trademarks has been transferred, assigned, or granted to any other party.

3. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor’s entire right, title and interest therein.

4. The Assignor further covenants and agrees that it will, upon the reasonable request of Assignee, execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks.

5. This Assignment and each of its provisions shall be binding on and shall inure to the benefit of the respective successors and assigns of the parties to this Assignment. No waiver, amendment or modification, including those by custom, usage of trade, or course of dealing, of any provision of this Assignment will be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. The parties hereto and the individuals executing this Agreement on behalf of such parties warrant that they have the full right, power and authority to enter into this Agreement and to cause the same to create a legal and binding obligation on the party on whose behalf the Agreement is executed. This Trademark Assignment Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic transmission of signature (e.g. PDF) and such execution shall have the full force and effect of an original hard copy signature.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

**Exhibit 1
Trademarks**

Trademark	Registration or Serial Number	Filing Date	Registration Date
Lil' Pup	4,939,682	07/09/2015	4/19/2016
Petsitter	4,193,854	12/20/2011	8/21/2012
The Competitor	3,813,954	11/16/2009	7/6/2010
Walk-Around	3,813,949	11/16/2009	7/6/2010
The Paw	3,693,966	10/20/2008	10/6/2009
Top Dog	3,693,962	10/16/2008	10/6/2009
Ultra Lift	3,414,438	08/22/2007	4/22/2008
3-Side Splash	87360470	03/06/2017	---