

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ELLIS BATTERY SPECIALISTS, L.L.C.		04/30/2019	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	CONTINENTAL BATTERY COMPANY		
Street Address:	4919 WOODALL STREET		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75247		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	87502574	DEFENDER BATTERY	
Registration Number:	5664134	ELLIS BATTERY	
Registration Number:	5678041	EXTREME ENERGY	
Serial Number:	87822181	FISH HUNTER	
Serial Number:	87822281	TOURNAMENT GRADE	
Registration Number:	5580312		
Registration Number:	5599717		
CORRESPONDENCE DATA			
Fax Number:	4122091845		
<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:	412-297-4900		
Email:	iptrademark.dcg@dentons.com		
Correspondent Name:	DENTONS COHEN & GRIGSBY P.C.		
Address Line 1:	625 LIBERTY AVENUE		
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15222-3152		
ATTORNEY DOCKET NUMBER:	29093.15		
NAME OF SUBMITTER:	Noland J. Cheung		
SIGNATURE:	/noland j. cheung/		

CH \$190.00 87502574

DATE SIGNED:	03/06/2020
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("**Trademark Assignment**") is made by ELLIS BATTERY SPECIALISTS, L.L.C., a Missouri limited liability company, having a principal address of 6764 Highway 67, Fredericktown, Missouri 63645 ("**Assignor**") and CONTINENTAL BATTERY COMPANY, a Texas corporation, having a principal address of 4919 Woodall Street, Dallas, Texas 75247 ("**Assignee**").

Assignor is the owner of the Assigned Trademarks (as defined below); and

Assignee is desirous of acquiring any and all rights that Assignor has in and to the Assigned Trademarks, together with the goodwill of the business in connection with which the Assigned Trademarks are used and which is symbolized by the Assigned Trademarks, along with the right to recover for damages and profits for past infringements thereof.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "**Assigned Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies the transfer of Assignor's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its 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 Trademarks to Assignee, or any assignee or successor thereto.


3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be 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.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. 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 Missouri, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, the Assignor has duly executed and delivered this Trademark Assignment as of this 30th day of _____ April ____, 2019.

ELLIS BATTERY SPECIALISTS,
L.L.C.

By: 

Name: Dwayne Ellis



Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 006884 FRAME: 0391

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS

MARK	JURISDICTION	REG. NO.	REG. DATE	SERIAL NO.
DEFENDER BATTERY	United States	N/A	N/A	87502574
ELLIS BATTERY	United States	5664134	1/29/2019	87502579
EXTREME BATTERY	United States	5678041	2/19/2019	87822187
FISH HUNTER	United States	N/A	N/A	87822181
TOURNAMENT GRADE	United States	N/A	N/A	87822281
	United States	5580312	10/9/2018	87822175
	United States	5599717	11/6/2018	87822184