

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650463

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jaeb Designs Inc.		04/01/2021	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	Stone Arch Studio LLC		
Street Address:	314 Buchanan Street, NE		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55413		
Entity Type:	Limited Liability Company: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5722488	SIMPLE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	612-424-2110		
Email:	david@lutzlawfirm.com		
Correspondent Name:	David A. Lutz		
Address Line 1:	120 South 6th Street, Suite 1550		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	David Lutz		
SIGNATURE:	/s/ David A. Lutz		
DATE SIGNED:	05/28/2021		
Total Attachments: 2			
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OP \$40.00 5722488

TRADEMARK ASSIGNMENT

This Trademark Assignment (hereafter referred to as this "Assignment") is made and entered into this 1st day of April, 2021, by and between Jaeb Designs Inc. dba PenSimple, a Colorado corporation ("Assignor") and Stone Arch Studio, LLC, a Minnesota limited liability company ("Assignee") with respect to registered the word mark **Simple** with the USPTO under Registration No. 5722488 in conjunction with: "Cigarette tubes; tobacco pipe cleaners; Tobacco Pipes; Tobacco tins; Electronic cigarette lighters; and Tobacco grinders" (the "Mark").

1. For US \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably and unconditionally assigns and transfers exclusively unto Assignee, its successors and assigns, all rights, title and interest throughout the world in perpetuity, including all statutory and common law rights, in and to the Mark, together with all goodwill symbolized by or otherwise associated with the Mark and the right to sue, make claims, and recover damages for any past, present or future infringement of the Mark; all of such rights, title and interest to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this agreement not been made. Further, Assignor hereby expressly acknowledges that all of its uses of the Mark after the Effective Date of this Assignment will inure to the sole and exclusive benefits of Assignee, its successors and assigns.

2. Assignor hereby represents, warrants and covenants that: (a) Assignor is the record owner of the Mark, (b) Assignor has not heretofore assigned, licensed or otherwise transferred the Mark, (c) Assignor has the power and authority to execute and deliver this Assignment and has taken all action necessary to authorize the transactions contemplated hereby and thereby, (d) Assignors may lawfully and without violating any obligation to any third party sell, convey, transfer, assign and deliver to Assignee all right, title and interest in and to the Mark, free and clear of all liens, pledges, security interests, restrictions, prior assignments and claims of any kind or rights owned by any third party.

3. Assignor will defend, indemnify and hold the Assignee, its officers, directors, equity holders, managers, agents and representatives harmless from and against any claim, suit, loss, damage, demands, injuries or expenses (including reasonable attorneys' fees and disbursements) arising out a breach of Assignor's representations, warranties, covenants and obligations or caused by merchandise produced by Assignee or an action by Assignee.

IN WITNESS THEREOF, the parties have executed this Assignment.

Stone Arch Studio LLC

Jaeb Designs Inc. dba PenSimple

By: 

By: 

Wael Sakallah

Brian Seckel

Its: President

Its: CEO