

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM655254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J. Mitton & Associates, Inc.		06/21/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Perpetual Equestrian LLC		
Street Address:	805 Estelle Drive, Suite 209		
City:	Lancaster		
State/Country:	PENNSYLVANIA		
Postal Code:	17601		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3069390	ADJUSTA BIT	
Registration Number:	3997781	BEST FRIEND	
Registration Number:	2886632	COMFORT PLUS	
Registration Number:	2335518	CORONET	
Registration Number:	2871058	EA KIDS	
Registration Number:	2335682	EQUINE ATHLETICS	
Registration Number:	2310213	EQUIPS	
Registration Number:	2831858	EXSELLE	
Registration Number:	3007417	E-Z MOUNT	
Registration Number:	3026870	FOOT FREE	
Registration Number:	3358899	HORSE QUENCHER	
Registration Number:	2092393	PRO-TRAINER	
Registration Number:	1821354	PRO-TRAINER SADDLE LINE BY THORNHILL	
Registration Number:	2902335	SHENANDOAH	
Registration Number:	2009763	THORNHILL	
Registration Number:	2542696	THORNHILL	
Registration Number:	2172794	TIE-SAFE	
Registration Number:	3358903	YOU LEAD 'EM TO WATER WE'LL MAKE 'EM DRI	

OP \$465.00 3069390

CORRESPONDENCE DATA**Fax Number:** 7172914660

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: 717-299-5201**Email:** ipdocket@barley.com**Correspondent Name:** SCOTT F. LANDIS**Address Line 1:** 126 EAST KING STREET**Address Line 4:** LANCASTER, PENNSYLVANIA 17602

ATTORNEY DOCKET NUMBER:	26455-900
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NAME OF SUBMITTER:	SCOTT F. LANDIS
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SIGNATURE:	/scott f. landis/
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DATE SIGNED:	06/22/2021
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of June 21, 2021, by and between J. MITTON & ASSOCIATES, INC., a Pennsylvania corporation (“**Assignor**”) and PERPETUAL EQUESTRIAN LLC, a Pennsylvania limited liability company (“**Assignee**”).

RECITALS:

A. Assignor is the owner of certain trademarks, applications and/or registrations (the “**Trademarks**”), as more fully identified on Schedule A attached hereto, and

B. Assignor has elected to transfer all of its right, title, and interest in and to the Trademarks, and the business associated therewith, to Assignee.

AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Assignor hereby sells, assigns, and transfers unto Assignee the entire right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, and other legal representatives.

Assignor hereby warrants and represents to Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Agreement, Assignor is the sole and lawful owner of the entire unencumbered, right, title, and interest in and to the Trademarks; that Assignor has the full right and lawful authority to sell and convey the same to Assignee as set forth herein; and that no other party has been granted any rights in the Trademarks by Assignor.

Assignor agrees that it shall execute and/or deliver any additional instrument, and shall take any additional steps, reasonably requested by Assignee in order to effect, evidence, or perfect Assignee’s rights in and to the Trademarks.

This Trademark Assignment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The parties agree that facsimile signatures on this Agreement shall be deemed effective and equivalent to original signatures.


This Trademark Assignment is made and shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of any conflicts of law principle that would apply the law of another jurisdiction.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

ATTEST/WITNESS:

Karla E Schmitt

J. MITTON & ASSOCIATES, INC.
("Assignor")

By: 


Name: JAMES D. MITTON

Title: PRESIDENT

ATTEST/WITNESS:

Karla E Schmitt




PERPETUAL EQUESTRIAN LLC
("Assignee")

By: 

Name: S. Ross Stockdale

Title: CMO

SCHEDULE A

TRADEMARK	FILING DATE	SERIAL NUMBER	REG. DATE	REG. NUMBER
ADJUSTA BIT	09/16/2004	78/484,902	03/14/2006	3,069,390
BEST FRIEND	12/30/2010	85/207,777	07/19/2011	3,997,781
COMFORT PLUS	09/17/2003	78/301,607	09/21/2004	2,886,632
CORONET	03/22/1999	75/665,581	03/28/2000	2,335,518
EA KIDS	03/27/2003	76/501,930	08/10/2004	2,871,058
EQUINE ATHLETICS and Design 	04/16/1999	75/685,852	03/28/2000	2,335,682
EQUIPS	05/28/1997	75/302,574	01/25/2000	2,310,213
EXSELLE	09/13/2002	78/163,976	04/13/2004	2,831,858
E-Z MOUNT	04/15/2004	78/402,527	10/18/2005	3,007,417
FOOT FREE	04/01/2004	78/395,025	12/13/2005	3,026,870
HORSE QUENCHER	04/05/2007	77/149,388	12/25/2007	3,358,899
PRO-TRAINER	04/22/1994	74/515,044	09/02/1997	2,092,393
PRO-TRAINER SADDLE LINE BY THORNHILL and Design 	04/19/1993	74/381,109	02/15/1994	1,821,354
SHENANDOAH	02/06/2003	78/211,687	11/09/2004	2,902,335
THORNHILL	07/07/1995	74/699,411	10/22/1996	2,009,763
THORNHILL and Design 	12/05/2000	76/175,485	02/26/2002	2,542,696
TIE-SAFE	05/28/1997	75/299,120	07/14/1998	2,172,794
YOU LEAD 'EM TO WATER WE'LL MAKE 'EM DRINK!	04/05/2007	77/149,452	12/25/2007	3,358,903