# OP \$40.00 1251019

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM661515

Stylesheet Version v1.2

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

### **CONVEYING PARTY DATA**

| Name                  | Formerly   | Execution Date | Entity Type                                     |
|-----------------------|--|----------------|---|
| Bank of America, N.A. | FORMERLY<br>Successor-In-Interest of<br>The First National Bank of<br>Boston | 07/18/2021     | National Banking Association:<br>NORTH CAROLINA |

# **RECEIVING PARTY DATA**

| Name:           | Maximum, Inc.              |
|-----------------|----------------------------|
| Street Address: | 30 Samuel Barnet Boulevard |
| City:           | New Bedford                |
| State/Country:  | MASSACHUSETTS              |
| Postal Code:    | 02745                      |
| Entity Type:    | Corporation: MASSACHUSETTS |

### **PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1251019 | MAXIMUM   |

# **CORRESPONDENCE DATA**

**Fax Number:** 2078624681

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: 12078624671 Email: fassepat@tds.net

**Correspondent Name:** FASSE PATENT ATTORNEYS, P.A.

Address Line 1: P.O. BOX 726

Address Line 4: HAMPDEN, MAINE 04444-0726

| ATTORNEY DOCKET NUMBER: | 5413              |
|-------------------------|-------------------|
| NAME OF SUBMITTER:      | WALTER F. FASSE   |
| SIGNATURE:              | /Walter F. Fasse/ |
| DATE SIGNED:            | 07/21/2021        |

**Total Attachments: 2** 

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TRADEMARK REEL: 007360 FRAME: 0821

Attorney Docket No.: 5413

# **U.S. TRADEMARK ASSIGNMENT AND RELEASE OF SECURITY INTEREST**

Assignee: Maximum, Inc.

of: 30 Samuel Barnet Boulevard New Bedford, MA 02745

has adopted and used the Trademark "MAXIMUM" in the sale of certain Goods in US commerce, has obtained US Trademark Registration 1,251,019 issued on September 13, 1983 for said Trademark in connection with said Goods, has continued to use and is currently using said Trademark in the sale of said Goods, has maintained said Registration in force, and is the rightful owner of the entire right, title and interest in and to said Trademark and said Registration and the goodwill of the business in which the Trademark is used.

Assignor: Bank of America, N.A.

of: Bank of America Corporate Center

100 North Tryon Street Charlotte, NC 28255

is the successor-in-interest of The First National Bank of Boston formerly of 100 Federal Street, Boston, MA (termed "Predecessor" herein) regarding the subject matter of this Assignment and Release of Security Interest.

**Predecessor and Assignee** entered a Security Agreement and a Collateral Assignment relating to said Trademark and said Registration on October 27, 1992. The Collateral Assignment was recorded in the US Patent and Trademark Office on January 20, 1993 under USPTO reel/frame number 0930/0718.

Assignee desires to acquire clear, unambiguous title to the entire right, title and interest in and to said Trademark and said Registration, together with the goodwill of the business connected with the use of and symbolized by said Trademark, without any encumbrance under said Collateral Assignment and said Security Agreement.

Therefore, in consideration of Assignee's payment and performance of all obligations under said Collateral Assignment and said Security Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by said Assignor, said Assignor hereby: terminates said Collateral Assignment and said Security Agreement; releases and discharges said Assignee from said Collateral Assignment and said Security Agreement and any and all liens, obligations and liabilities arising thereunder; assigns and transfers to said Assignee, for the United States of America and territories thereof, any and all right, title and interest held by said Assignor in and to said Trademark and said Registration, together with the goodwill of the business connected with the use of and symbolized by said Trademark, as well as all rights to sue for, recover and retain all damages and profits arising from any past, current or future infringement of said Trademark and said Registration, to be held and enjoyed by said Assignee for its own use and behoof, and for its heirs, assigns and successors; and agrees to execute, file and record any further release or termination including a UCC Termination Statement as may be necessary to perfect the release, discharge and termination set forth herein.

US Trademark Registration 1,251,019 "MAXIMUM" Attorney Docket No.: 5413 **U.S. TRADEMARK ASSIGNMENT AND RELEASE OF SECURITY INTEREST - Continued** 

The undersigned representatives of said Assignor and of said Assignee, being fully and legally authorized and empowered to do so, hereby execute this Assignment on behalf of and as an act of said Assignor and of said Assignee respectively.

| For Assignor Bank of America, N.A. |            |
|------------------------------------|------------|
| Signature:                         | Signature: |
| Date: 7/18/2/                      | Date:      |
| Name: Stephen G. Bernardo          | Name:      |
| Title: Sentor Vice President       | Trite:     |

### Witness Statement

Today, I have witnessed this document being executed by each above-named person, who is known to me or identified to me by official documentation, and who has acknowledged to me that he/she is an authorized officer of said Assignor, and that he/she has executed this

| document as an act of | r said Assignor. | WHITE FREY LAND   |
|-----------------------|------------------|---|
| Witness Signature:    | 3/1/32 //MARKET  | HIMILEFEREY TO  |
| Date: /874424         |                  |   |
| Name: PERSEY          | 11/1/20124       | 3 ( )   |
| Address:              |                  | O MEALTH OF   |
|                       |                  | PUBLIC  |
|                       |                  | White the same of |

For Assignee Maximum, Inc.

| and Day             |            |
|---------------------|------------|
| Signature:          | Signature: |
| Date: 7-28-21       | Date:      |
| Name: PETER KILGORE | Name:      |
| Title: PRESIDOUT    | Title:     |

### **Witness Statement**

Today, I have witnessed this document being executed by each above-named person, who is known to me or identified to me by official documentation, and who has acknowledged to me that he/she is an authorized officer of said Assignee, and that he/she has executed this RECONSTRUCTION OF THE PROPERTY OF THE PROPERTY

document as an act of said Assignee.

Witness Signature: Name: Address:

- Page 2 of 2 -

**TRADEMARK REEL: 007360 FRAME: 0823** 

RECORDED: 07/21/2021