# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302209

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

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Agile Building Solutions, LLC | | 04/17/2014 | LIMITED LIABILITY COMPANY: DELAWARE |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Arizona AmBath, LLC |
| **Street Address:** | 23233 North Pima Road |
| **Internal Address:** | STE 113-154 |
| **City:** | Scottsdale |
| **State/Country:** | ARIZONA |
| **Postal Code:** | 85255 |
| **Entity Type:** | LIMITED LIABILITY COMPANY: ARIZONA |

**PROPERTY NUMBERS Total: 2**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 4435485 | AMBATH |
| **Registration Number:** | 4414601 | AMBATH |

**CORRESPONDENCE DATA**

**Fax Number:**

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

**Email:** stacy.mirkay@weissbrown.com
**Correspondent Name:** David Sanders
**Address Line 1:** 23233 North Pima Road
**Address Line 2:** STE 113-154
**Address Line 4:** Scottsdale, ARIZONA 85255

| | |
|---|---|
| **ATTORNEY DOCKET NUMBER:** | 1098.0003 |
| **NAME OF SUBMITTER:** | David Sanders |
| **SIGNATURE:** | /David Sanders/ |
| **DATE SIGNED:** | 04/21/2014 |

**Total Attachments: 2**
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source=AmBathTMAssignment#page2.tif

CH $65.00 4435485

# TRADEMARK ASSIGNMENT

This Assignment ("Assignment"), dated as of April 17, 2014, is entered into by and between Agile Building Solutions, LLC ("Assignor"), a Delaware limited liability company with its principal place of business at 421 West Alameda Drive, Tempe, Arizona 85282, and Arizona AmBath, LLC ("Assignee"), an Arizona limited liability company with its principal place of business at 23233 North Pima Road, Suite 113-154, Scottsdale, Arizona 85255. Capitalized terms used in this Assignment but not otherwise defined have the meanings given to them in the Purchase Agreement (defined below).

**WHEREAS**, the Assignor and Assignee are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement") pursuant to which the Assignor has agreed to sell, assign, transfer, and deliver the Transferred Assets, including the following registered trademarks (hereinafter the "Marks"):

| Application No. or Registration No. | Service Mark |
|---|---|
| 4,435,485 | AMBATH |
| 4,414,601 | AMBATH |

**WHEREAS**, Assignor has adopted, used, and is the owner of the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor does hereby assign and transfer unto Assignee, its successors and assigns, the entire right, title and interest in and to the Marks and registration therefor, together with the goodwill associated therewith, and the right to sue and collect for past infringement of same.

AGILE BUILDING SOLUTIONS, LLC

By: Mark Dawson
Name: Mark Dawson
Title: Chief Executive Officer

ARIZONA AMBATH, LLC

By: _____
Name: David G. Sanders
Title: President

{WB120738v1 }

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**AGILE BUILDING SOLUTIONS, LLC**

By: _____
Name: Mark Dawson
Title: Chief Executive Officer

**ARIZONA AMBATH, LLC**

By: _____
Name: David G. Sanders
Title: President

{WB120758v1 }