

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AA Decorative Concrete, Inc.		12/22/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	American Decorative Coatings, LLC		
Street Address:	1927 North Glassell Street		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92865		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3539933	ALL AMERICAN DECORATIVE CONCRETE	
CORRESPONDENCE DATA			
Fax Number:	7149988901		
<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:	(714) 279 2427		
Email:	jennie@homefranchiseconcepts.com		
Correspondent Name:	Jennie L. Amante		
Address Line 1:	1927 North Glassell Street		
Address Line 4:	Orange, CALIFORNIA 92865		
NAME OF SUBMITTER:	Jennie L. Amante		
SIGNATURE:	/Jennie L. Amante/		
DATE SIGNED:	01/06/2015		
Total Attachments: 5			
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OP \$40.00 3539933

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Intellectual Property Assignment"), dated as of December 22, 2014, is made by AA Decorative Concrete, Inc., a Georgia corporation ("Seller"), to American Decorative Coatings, LLC, a Delaware limited liability company ("Buyer").

PRELIMINARY STATEMENTS:

Reference is made to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of December 22, 2014, between Seller, KL Enterprises of Georgia, Inc., Buyer, John Kostro, Dan Lightner, Paul Plvan and Team Falcon, LLC pursuant to which Seller has agreed to sell and assign, and Buyer has agreed to purchase, all of the "Intellectual Property" including, but not limited to all of Seller's right, title and interest in, to and under the trademarks, service marks, fictitious business name and domain names listed on Schedule I, hereto (the "Intellectual Property"), and all goodwill associated therewith. Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Asset Purchase Agreement.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignment and Acceptance. Effective as of the close of business on the date set forth above, (the "Closing Date"), Seller does hereby sell, assign and transfer to Buyer, and Buyer hereby purchases, and accepts such assignment (the "Assignment"), for Buyer's own use and enjoyment, all of Seller's right, title, and interest in, to, and under the Intellectual Property and the goodwill associated therewith, including all registrations (and applications for registration) corresponding thereto.

Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement are incorporated herein by this reference. Seller and Buyer acknowledge and agree that the terms contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

Miscellaneous. The Asset Purchase Agreement's general terms and provisions regarding Amendment and Modification, Governing Law, etc.; Counterparts, Confidentiality; Successors and Assigns; Assignment; Severability; and Headings, shall govern this Intellectual Property Assignment as if set forth fully herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Intellectual Property Assignment as of the date first set forth above.

AA DECORATIVE CONCRETE, INC.

By: _____
Name: John Kester
Title: President

AMERICAN DECORATIVE COATINGS, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties has duly executed and delivered this Intellectual Property Assignment as of the date first set forth above.


AA DECORATIVE CONCRETE, INC.

By: _____

Name: _____

Title: _____

AMERICAN DECORATIVE COATINGS,
LLC



By:  _____

Name: Todd Jackson

Title: COO

Schedule I

TRADEMARKS

<u>Serial Number</u>	<u>Registration Number</u>	<u>Mark</u>
77442811	3,539,933	
	S 74100 (Georgia State Registration)	

FICTITIOUS BUSINESS NAMES

All American Decorative Concrete

DOMAIN NAMES

aacoatingsfranchise.co
aacoatingsfranchise.us
aacoatingsfranchise.com
aacoatingsfranchises.com
allamericancoatingsfranchise.com

allamericanfranchise.com

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RECORDED: 01/06/2015

**TRADEMARK
REEL: 005435 FRAME: 0587**