

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Store Smart Incorporated		06/30/2017	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	SSSM, LLC		
Street Address:	425 West Capitol Ave		
Internal Address:	Suite 3801		
City:	Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72201		
Entity Type:	Limited Liability Company: ARKANSAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86714891	STORE SMART SELF STORAGE	
CORRESPONDENCE DATA			
Fax Number:	4044202044		
<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:	404-201-2520		
Email:	david@lilenfeld.com		
Correspondent Name:	David M. Lilenfeld		
Address Line 1:	3379 Peachtree Road NE		
Address Line 2:	Suite 980		
Address Line 4:	Atlanta, GEORGIA 30326		
NAME OF SUBMITTER:	David M. Lilenfeld		
SIGNATURE:	/David M. Lilenfeld/		
DATE SIGNED:	07/27/2017		
Total Attachments: 4			
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TRADEMARKS AND INTANGIBLES ASSIGNMENT

This Trademarks and Intangibles Assignment, dated June 20, 2017, is made by and between Store Smart Incorporated, a Georgia corporation (collectively "Assignor"), and SSSM, LLC, an Arkansas limited liability company ("Assignee").

WHEREAS, Assignee is desirous of acquiring all right, title, and interest in and to the Trademarks, the Registration and the Application, together with the goodwill of the business symbolized by the Trademarks and any other trade names, trademarks, internet domain names (including, but not limited to www.storesmartselfstorage.com), all documentation, formal papers, instruments, assignments, and correspondence supporting the Application and the Registration and evidencing using the Trademarks in commerce and supporting Assignor's use thereof, and all websites and all marketing programs implemented by Assignor, any and all causes of action including all rights of recovery and other remedies for past infringements of the Trademarks, and any registrations and/or applications for registration of the Trademarks, including the Registration and the Application (collectively, the "Intellectual Property and Intellectual Property and Intangibles"), and Assignor is willing to sell, assign and transfer such right, title and interest in the Intellectual Property and Intangibles, in connection with Affiliate's purchase of the Facility, all as more particularly defined in that certain Trademarks and Intangibles Purchase Agreement, dated May 12, 2017, between and among Assignor and Reliant Real Estate Management of Georgia, LLC, a Georgia limited liability company, as assigned to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby makes the following assignment to Assignee:

1. Assignor hereby sells, assigns, and transfers to Assignee all right, title, and interest in and to the Intellectual Property and Intangibles, together with the goodwill of the business symbolized by the Trademarks and any other trade names.
2. Assignor hereby represents and warrants that except for the license granted as evidenced by the Trademark License Agreement attached hereto as Exhibit "A", the Intellectual Property and Intangibles are free and clear of any liens, security interests, encumbrances, licenses, or claims, whether pending or threatened; Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Assignment; and Assignor has the full power and authority to enter into this Assignment and does so voluntarily with the understanding that, from the date of this Assignment forward, all rights, title, and interest in and to the Trademarks, the Application and the Registration shall be owned by Assignee.
3. Assignor hereby represents and warrants that Assignor has permanently ceased using the Trademarks and that Assignor will not in the future adopt, use, or register the Trademarks or any mark, name, logo, or tagline confusingly similar thereto (including any translation or transliteration thereof), whether as, or as part of, a trademark, service mark, trade dress, corporate name, business name, trade name, tagline, slogan, domain name, e-mail address, website address, social media username, meta tag, keyword in any internet search engine, or other identifier of any kind, whether such use constitutes trademark use in commerce or other non-trademark and/or non-commercial use. Notwithstanding the foregoing, Assignee agrees that Assignor and/or Assignor's owners, Harold Elrod and Julie Elrod (the "Elrods"), may continue to use the email storesmart@bellsouth.net for their personal emails for a maximum period of one (1) year from the

date of this agreement. During said time period, Assignor and the Elrods shall phase out the use of the email address and cease all use by said one (1) year anniversary. Additionally, Assignor and the Elrods agree that upon receipt of any emails to said address related to the Store Smart Self Storage business that they will promptly forward same to Assignee.

4. Assignor covenants that it will, upon the request and at the expense of Assignee, do all other lawful acts necessary to enable Assignee to obtain, maintain, and enforce full benefits from the rights and interests herein assigned.

5. The provisions of this Assignment are severable. To the extent that any provision, portion, or extent of this Agreement is determined, by final judgment of a court having competent jurisdiction, to be invalid, illegal, or otherwise unenforceable, then that provision, portion, or extent will be limited if possible and only thereafter severed if necessary. Any such limitation or severing shall be only to the extent necessary to render the Assignment valid and enforceable. The remaining provisions, portions, and extent of the Assignment will be enforced to give effect to the intention of the parties insofar as possible.

6. This Assignment shall be interpreted in accordance with the laws of the State of Georgia, United States of America, without regard to the conflict of law principles thereof. Assignor consents to the jurisdiction and venue of the United States District Court for the Northern District of Georgia or to any appropriate state court located in Georgia.

(Signatures on following page)

IN WITNESS WHEREOF, ASSIGNOR each Party has caused its duly authorized representative to sign this instrument as of the date indicated below, with each Party signing on a separate signature page.

ASSIGNOR: Store Smart Incorporated.

Harold W. Elrod
Name: HAROLD W. ELROD
Title: PRESIDENT

NOTARIAL CERTIFICATE

Before me, a Notary Public in and for the State of Georgia, on this 23rd day of June 2017, personally appeared Harold Elrod President of Store Smart Incorporated, who being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(Seal)



[Signature]
NOTARY PUBLIC
My Commission Expires:

ASSIGNEE: SSSM, LLC, an Arkansas limited liability company

Name:
Title:

NOTARIAL CERTIFICATE

Before me, a Notary Public in and for the State of _____, on this ____ day of _____, 2017, personally appeared _____ of RELIANT REAL ESTATE MANAGEMENT OF GEORGIA, LLC, who being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(Seal)

NOTARY PUBLIC
My Commission Expires:

IN WITNESS WHEREOF, ASSIGNOR each Party has caused its duly authorized representative to sign this instrument as of the date indicated below, with each Party signing on a separate signature page.

ASSIGNOR: Store Smart Incorporated.

Name:
Title:


NOTARIAL CERTIFICATE

Before me, a Notary Public in and for the State of _____, on this ____ day of _____, 2017, personally appeared _____ of Store Smart Incorporated, who being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(Seal)

NOTARY PUBLIC
My Commission Expires:

ASSIGNEE: SSSM, LLC, an Arkansas limited liability company




Name: W. Bradford Sherman
Title: Manager

NOTARIAL CERTIFICATE

Before me, a Notary Public in and for the State of Colorado, on this 22 day of June, 2017, personally appeared W. Bradford Sherman, Manager of SSSM, LLC, who being duly sworn, signed and acknowledged the foregoing Assignment as his/her free act and deed.

(Seal)



NOTARY PUBLIC
My Commission Expires: 10-13-18

BRENDA BAMPFORD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144040019
MY COMMISSION EXPIRES OCTOBER 13, 2018